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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as
a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India (other than the
Ministry of Defence)

वित्त मंत्रालय

(राजस्व विभाग)

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 28 विमम्बर, 1986

आयकर

का. भा. 1066.—आयकर अधिनियम, 1961 (1961 का 43)
की धारा 122 की उपधारा (1), धनकर अधिनियम, 1957 (1957
का 27) की धारा 9, दानकर अधिनियम, 1958 (1958 का 18)
की धारा 8 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए तथा इन संबंध में
पूर्ववर्ती सभी अधिसूचनाओं का अधिक्रमण करते हुए, केन्द्रीय प्रत्यक्ष कर बोर्ड
एतद्वारा निवेश देता है कि नीचे दी गई अनुसूची के स्तम्भ (1) में
विनिर्दिष्ट रेंजों के अपीलीय सहायक आयकर आयुक्त, आयकर/धनकर/
दानकर के लिए निर्धारित उन सभी व्यक्तियों और आय/धन/दान
छोड़कर जिन पर क्षेत्राधिकार आयकर आयुक्त (अपीन) में निहित है,
अनुसूची के स्तम्भ (2) की तत्सम्बंधी प्रविष्टि में विनिर्दिष्ट आयकर
परिमण्डलों, वार्डों, और जिलों में आयकर/धनकर/दानकर से निर्धारित सभी
व्यक्तियों और आय/धन/दान के सम्बन्ध में अपने कार्य करेंगे :—

अनु. सूची

रेंज तथा प्रधान कार्यालय

आयकर परिमण्डल, वार्ड और जिले

1

2

1. अपीलीय सहायक आयकर आयुक्त,
रेंज-1, बंगलौर

1. परिमण्डल-1, बंगलौर
2. विदेश अनुभाग, बंगलौर
3. कम्पनी परिमण्डल I से VII,
बंगलौर

4. ट्रस्ट परिमण्डल, बंगलौर
5. फ़िल्म परिमण्डल, बंगलौर
6. बेकारी परिमण्डल, बेकारी
7. हॉस्पिटल परिमण्डल, हॉस्पिटल

2. अपीलीय सहायक आयकर आयुक्त,
रेंज-II, बंगलौर

1. परिमण्डल-II, बंगलौर
2. परिमण्डल-V, बंगलौर
3. सर्वेक्षण परिमण्डल, बंगलौर
4. केन्द्रीय परिमण्डल, बंगलौर
5. आंच परिमण्डल, बंगलौर

1	2
	6. मैसूर परिमण्डल, मैसूर 7. माण्डवा परिमण्डल, माण्डवा 8. हासन परिमण्डल, हासन 9. दुमकुर परिमण्डल, दुमकुर
3. अपीलीय सहायक आयकर आयुक्त, रेंज-III, बंगलूर	1. परिमण्डल-III, बंगलूर 2. बेतन परिमण्डल, मंगलूर 3. कोलार परिमण्डल, कोलार 4. चिकमंगलूर परिमण्डल, चिकमंगलूर 5. उदुपी परिमण्डल, उदुपी 6. कूर्ग परिमण्डल, मेरकाडा 7. मंगलूर परिमण्डल, मंगलूर 8. संपदा शुल्क तथा आयकर परिमण्डल, बंगलूर (आयकर/धनकर/दानकर के मामले) 9. रायचूर परिमण्डल, रायचूर 10. गुलबर्ग परिमण्डल, गुलबर्ग
4. अपीलीय सहायक आयकर आयुक्त, धारवाड़ रेंज, हुबली	1. हुबली परिमण्डल, हुबली 2. धारवाड़ परिमण्डल, धारवाड़ 3. गडग परिमण्डल, गडग 4. शिमोगा परिमण्डल, शिमोगा 5. चित्रदुर्ग परिमण्डल, चित्रदुर्ग 6. कारवाड़ परिमण्डल, कारवाड़ 7. देवगिरी परिमण्डल, देवगिरी 8. बीजापुर परिमण्डल, बीजापुर 9. बगलकोट परिमण्डल, बगलकोट
5. अपीलीय सहायक आयकर आयुक्त, पणजी रेंज, पणजी।	1. पणजी परिमण्डल, पणजी 2. मङ्गलूर परिमण्डल, मङ्गलूर 3. बेलगाम परिमण्डल, बेलगाम

2. जहाँ कहीं कोई आयकर परिमण्डल, वार्ड, जिला अथवा उसका कोई भाग इस अधिसूचना द्वारा एक रेंज से किसी अन्य रेंज में अन्तर्गत कर दिया गया हो, वहाँ उस आयकर परिमण्डल, वार्ड या जिला अथवा उसके किसी भाग में किए गए कर-निर्धारणों से उत्पन्न होने वाली अपीलें और इस अधिसूचना की तारीख से तत्काल पूर्व, रेंज के उस अपीलीय सहायक आयुक्त के समक्ष विचारधीन पड़ी अपीलों, जिसके अधिकार क्षेत्र से उक्त आयकर परिमण्डल, वार्ड या जिला अथवा उसका कोई भाग अन्तर्गत किया गया हो, इस अधिसूचना के लागू होने की तारीख से रेंज के उस अपीलीय सहायक आयुक्त को अन्तर्गत की जाएंगी और उसके द्वारा निपटाई जाएंगी, जिसके अधिकार क्षेत्र में उक्त परिमण्डल, वार्ड और जिला अथवा उसका कोई भाग अन्तर्गत किया गया हो।

यह अधिसूचना दिनांक 1-12-1986 से लागू होगी।

[सं. 7082(फा. सं. 261/29/86-मा. क. न्याय)]

टिप्पणी:—1953 (1953 का 34) की धारा 4 की उपधारा 2 के द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने अपीलीय सहायक आयकर आयुक्त रेंज, III बंगलूर को, केन्द्रीय प्रत्यक्ष कर बोर्ड, नई दिल्ली द्वारा जारी की गई दिनांक 28-12-82 की अधिसूचना सं., 59/82 (फा. सं. 307/11/82-सं. शु.), के अनुसार उन संपदा शुल्क अपीलों को सम्बन्ध में दिनांक 3-1-1983 से संपदा शुल्क अपीलीय नियंत्रक, बंगलूर के रूप में नियुक्त किया है, जो संपदा शुल्क अपीलीय नियंत्रक

आयकर आयुक्त (अपील)-III, बंगलूर के क्षेत्राधिकार में नहीं आती हैं, यतः संपदा शुल्क की उन अपीलों के धरावा, जो आयकर आयुक्त (अपील) के क्षेत्राधिकार में आती हैं, संपदा शुल्क अपीलीय नियंत्रक, बंगलूर (अपीलीय सहायक आयुक्त रेंज-III बंगलूर) के क्षेत्राधिकार में वह संपदा शुल्क अपीलों आएंगी जो संपदा शुल्क नियंत्रक, बंगलूर के क्षेत्राधिकार के भीतर सभी सहायक संपदा शुल्क नियंत्रकों द्वारा पारित आदेशों के खिलाफ की गई हों।

MINISTRY OF FINANCE

(Department of Revenue)

(Central Board of Direct Taxes)

New Delhi, the 28th December, 1986

(INCOME-TAX)

S. O. 1066 :—In exercise of the powers conferred by sub-section (1) of Section 122 of the Income-tax Act, 1961 (43 of 1961), Section 9 of Wealth-tax Act, 1957 (27 of 1957); Section 8 of the Gift-tax Act, 1958 (18 of 1958) and in suppression of all previous notifications in this regard the Central Board of Direct Taxes hereby directs that the Appellate Assistant Commissioner of Income-tax of the Ranges specified column (1) of the Schedule below, shall perform their functions in respect of all the persons and the income/wealth/gift assessed to income-tax/wealth-tax/gift-tax in the Income-tax Circle, Wards and Districts specified in the corresponding entry in column (2) thereof excluding all persons and income/wealth/gift assessed to Income-tax/Wealth-tax/Gift-tax over which the jurisdiction vests with the Commissioner of Income-tax (Appeals) :

SCHEDULE

Ranges with Head Quarters	Income-tax Circles, Wards and Districts
1	2
1. Appellate Assistant Commissioner of Income-tax, Range-I, Bangalore.	1. Circle-I, Bangalore. 2. Foreign Section, Bangalore. 3. Company Circles I to VII, Bangalore. 4. Trust Circle, Bangalore. 5. Film Circle, Bangalore. 6. Bellary Circle, Bellary. 7. Hospet Circle, Hospet.
2. Appellate Assistant Commissioner of Income-tax, Range-II, Bangalore.	1. Circle-II, Bangalore. 2. Circle-IV, Bangalore. 3. Survey Circles, Bangalore. 4. Central Circles, Bangalore. 5. Investigation Circle, Bangalore. 6. Mysore Circle, Mysore. 7. Mandya Circle, Mandya. 8. Hassan Circle, Hassan. 9. Tumkur Circle, Tumkur.
3. Appellate Assistant Commissioner of Income-tax, Range-III, Bangalore.	1. Circle-III, Bangalore. 2. Salary Circle, Bangalore. 3. Kolar Circle, Kolar. 4. Chickmagalur Circle, Chickmagalur. 5. Udupi Circle, Udupi. 6. Coorg Circle, Mercara. 7. Mangalore Circle, Mangalore.

1	2
	8. E.D.-cum-Income-tax Circle, Bangalore (Income-tax/Wcalth-tax/Gift-tax cases).
	9. Raichur Circle, Raichur.
	10. Gulbarga Circle, Gulbarga.
4. Appellate Assistant Commissioner of Income-tax, Dharwar Range, Hubli.	1. Hubli Circle, Hubli.
	2. Dharwar Circle, Dharwar.
	3. Gadag Circle, Gadag.
	4. Shimoga Circle, Shimoga.
	5. Chitradurga Circle, Chitradurga.
	6. Karwar Circle, Karwar.
	7. Davangere Circle, Davangere.
	8. Bijapur Circle, Bijapur.
	9. Bagalkot Circle, Bagalkot.

5. Appellate Assistant Commissioner of Income-tax, Panaji Range, Panaji.	1. Panaji Circle, Panaji.
	2. Margao Circle, Margao.
	3. Belgaum Circle, Belgaum.

2. Whereas the Income-tax Circle, Ward or District or part thereof stands transferred by this Notification from one range to another range, as appeals arising out of the assessments made in that Income-tax Circle, Ward or District or part thereof and pending immediately before the date of this notification before Appellate Assistant Commissioner of the range from whom that Income-tax Circle, Ward or District or part thereof is transferred, shall from the date of this notification take effect be transferred to and dealt with by the Appellate Assistant Commissioner of the range to whom the said circles, ward or district or part thereof is transferred. This Notification shall take effect from 1-12-86.

[No. 7082 (F. No. 261/29/86-IT)]

Note : In exercise of the powers conferred by sub-section 2A of Section 4 of 1953 (34 of 1953), the Central Government has appointed the Appellate Assistant Commissioner of Income-tax, Range-III, Bangalore as the Appellate Controller of Estate Duty, Bangalore in respect of Estate Duty appeals over which the jurisdiction do not vest with the Appellate Controller of Estate Duty [Commissioner of Income-tax (Appeals)-III, Bangalore] with effect from 3-1-1983 as per Notification No. 59/82/F. No. 307/11/82-RD dated 28-12-1982 issued by the Central Board of Direct Taxes, New Delhi. Hence the Appellate Controller of Estate Duty, Bangalore (AAC Range-III, Bangalore) will have jurisdiction over estate duty appeals against orders passed by all Assistant Controller of Estate Duty within the jurisdiction of the Controller of Estate Duty Bangalore other than the Estate Duty appeal in respect of which the jurisdiction vests with the Commissioner of Income-tax (Appeals).

नई दिल्ली, 29 दिसम्बर, 1986

का.भा. 1067 आयकर अधिनियम, 1961 (1961 का 43) की धारा 121-क की उप-धारा (1), धन कर अधिनियम, 1957

(1957 का 27) की धारा 9-क, वानकर अधिनियम, 1958 (1958 का 18) की धारा 8-क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इस संबन्ध में सभी पूर्ववर्ती अधिसूचनाओं का अधिलक्षण करते हुए, केन्द्रीय प्रत्यक्ष कर बोर्ड, एतद्वारा निवेश देता है कि नीचे दी गई अनुसूची के स्तम्भ (1) में विनिर्दिष्ट अधिकारी क्षेत्र के आयकर आयुक्त अपील, स्तम्भ (2) और स्तम्भ (3) की तत्संबन्धी प्रविष्टियों में विनिर्दिष्ट बाड़ों, परिमंडलों, जिलों और रेंजों में आयकर अथवा अतिकर अथवा ब्याजकर अथवा धनकर अथवा दानकर से निर्धारित ऐसे व्यक्तियों के बारे में कार्य निर्वहण करेंगे जो आयकर अधिनियम 1961 की धारा 246 की उपधारा (2), कम्पनी (लाभ) अतिकर अधिनियम, 1964 (1964 का 7) की धारा 11 की उपधारा (1) तथा ब्याज कर अधिनियम, 1974 (1974 का 45) की धारा (15) की उपधारा (1), धन-कर अधिनियम, 1958 की धारा 22(1क) में उल्लिखित किसी भी प्रावधान से व्यपित हुए हैं, और ऐसे व्यक्तियों या व्यक्तियों की श्रेणियों की बाबत भी जिनके लिए बोर्ड ने आयकर अधिनियम, 1961 की धारा 246 की उपधारा (2) के खण्ड (1) उपबन्धों के अनुसार निवेश दे दिया है या भविष्य में निवेश दें।

अनुसूची

अधिकार क्षेत्र व प्रधान कार्यालय	आयकर बाड़ें/परिमण्डल तथा जिलें	नि.सं.भा. आयकर की रेंजें
1	2	3
आयकर आयुक्त (अपील)-1 मद्रास	नगर परिमण्डल-1, मद्रास नगर परिमंडल-2, मद्रास नगर परिमंडल-3, मद्रास ट्रस्ट परिमंडल, मद्रास नि.सं.भा., क.नि. रेंज-3, मद्रास नि.सं.भा.क.नि. रेंज-1, मद्रास विशेष सर्वेक्षण परिमंडल, मद्रास खेतन परिमंडल-1, मद्रास खेतन परिमंडल, 2 मद्रास खेतन परिमंडल, मद्रास (पूर्ववर्ती परिमंडल) बापसी परिमंडल, मद्रास	नि.सं.भा., रेंज-1 मद्रास नि.सं.भा., रेंज-5, मद्रास नि.सं.भा., रेंज-10, मद्रास नि.सं.भा., रेंज-5, मद्रास — — नि.सं.भा., सेज-2, मद्रास नि.सं.भा., सेज-3, मद्रास नि.सं.भा., रेंज-3, मद्रास — —
2. आयकर आयुक्त (अपील) II, मद्रास मद्रास	सभी केन्द्रीय परिमंडल, नि.सं.भा. (क.नि.) केन्द्रीय मद्रास	नि.सं.भा., के.रे.-1, 2 तथा 3, मद्रास
	कम्पनी परिमंडल-1 मद्रुरै, (स्यू) कम्पनी परिमंडल-2, मद्रुरै, (स्यू) कम्पनी परिमंडल मद्रुरै (पूर्ववर्ती परिमंडल) आयकर परिमंडल मद्रुरै पूर्ववर्ती परिमंडल) परिमंडल-1, मद्रुरै (स्यू) परिमंडल-2, मद्रुरै (स्यू) कराईकुडी परिमंडल डिडीगुल परिमंडल रमानाथपुरम परिमंडल (पूर्ववर्ती परिमंडल)	नि.सं.भा. मद्रुरै

1	2	3	1	2	3	4
3. आयकर आयुक्त (अपील) II, मद्रास	कम्पनी परिमंडल-3, मद्रास III, नगर परिमंडल-5, मद्रास फिल्म परिमंडल, मद्रास नगर परिमंडल-6, मद्रास विशेष जांच परिमंडल-1, 2 तथा 3, मद्रास	नि.स.आ. रेंज-4, मद्रास नि.स.आ. रेंज-8, मद्रास " " नि.स.आ. रेंज-2, मद्रास नि.स.आ. रेंज-7, मद्रास	विशेष जांच परिमंडल (2-12-74 सेनथा) मद्रुरै विशेष परिमंडल, मद्रुरै (पूर्ववर्ती परिमंडल, ई.पी.टी.) मामले	नि.स.आ., मद्रुरै		
	टम्बरम् परिमंडल कांचीपुरम परिमंडल वेल्लोर परिमंडल	नि.स.आ. रेंज-7, मद्रास	प्रतिरिक्त विशेष परिमंडल, मद्रुरै विशेष सर्वेक्षण परिमंडल, मद्रुरै	नि.स.आ., मद्रुरै		
	विल्लुपुरम परिमंडल पांडिचेरी परिमंडल कुड्डलोर परिमंडल कुम्भाकोणम परिमंडल नागपत्तिनम, परिमंडल तंजोर परिमंडल	नि.स.आ. रेंज-8, मद्रास	7. आयकर आयुक्त (अपील) कोयम्बटूर	नगर परिमंडल-1, कोयम्बटूर कम्पनी परिमंडल-III कोयम्बटूर कोयम्बटूर परिमंडल (सी.बी.ई. पूर्ववर्ती परिमंडल) परिमंडल-I, कोयम्बटूर (पूर्ववर्ती परिमंडल) वैतन परिमंडल, कोयम्बटूर कोट्टाकामुड परिमंडल	नि.स.आ. रेंज-I, कोयम्बटूर	
	पूर्ववर्ती हुण्डी परिमंडल-1 तथा 2, मद्रास विशेष जांच परिमंडल तथा पूर्ववर्ती	—				
4. आयकर आयुक्त (अपील) V, मद्रास	कम्पनी परिमंडल-1, मद्रास विदेश अनुभाग, मद्रास अनिवासी परिमंडल, मद्रास	नि.स.आ. कम्पनी रेंज, मद्रास नि.स.आ., कम्पनी रेंज, मद्रास नि.स.आ., कम्पनी रेंज, मद्रास	नगर परिमंडल-II, कोयम्बटूर कम्पनी परिमंडल-III, तथा IV, कोयम्बटूर पोलाजी परिमंडल तिरुपुर परिमंडल परिमंडल-2, कोयम्बटूर (पूर्ववर्ती परिमंडल)	नि.स.आ. रेंज-2, कोयम्बटूर		
	नि.स.आ. (क.नि.) रेंज-1, मद्रास कम्पनी परिमंडल-4, मद्रास	— नि.स.आ., रेंज-8, मद्रास	नगर परिमंडल-III, कोयम्बटूर कम्पनी परिमंडल-V, कोयम्बटूर विशेष परिमंडल, कोयम्बटूर विशेष परिमंडल, कोयम्बटूर एरोड परिमंडल	नि.स.आ., रेंज-I, मद्रास		
	तिसचिरापल्लो परिमंडल- (पूर्ववर्ती परिमंडल) नगर परिमंडल-1, त्रिची नगर परिमंडल-2, त्रिची कम्पनी परिमंडल, त्रिची कन्नूर परिमंडल पुडुकोट्टई परिमंडल	नि.स.आ. त्रिची	विशेष जांच परिमंडल, कोयम्बटूर सभी केन्द्रीय परिमंडल, कोयम्बटूर	नि.स.आ. रेंज-II, मद्रास नि.स.आ. केन्द्रीय रेंज-III, मद्रास		
	तूतीकोरिन परिमंडल थिरुन्नगर परिमंडल तिरुनेलवली परिमंडल नागर कोहल परिमंडल	नि.स.आ., तिरुनेलवली	नि.स.आ. (क.नि.) रेंज-I तथा II, कोयम्बटूर	—		
5. आयकर आयुक्त (अपील) 6 मद्रास I	नगर परिमंडल-4, मद्रास नगर परिमंडल-7, मद्रास कम्पनी परिमंडल-2, मद्रास नि.स.आ. (क.नि.) रेंज-2, मद्रास	नि.स.आ. रेंज, 4 मद्रास नि.स.आ. रेंज-4, मद्रास नि.स.आ. रेंज-1, मद्रास	परिमंडल-1, सलेम परिमंडल-2 सलेम कम्पनी परिमंडल, सलेम सलेम परिमंडल (पूर्ववर्ती परिमंडल) कुण्णा गिरि परिमंडल	नि.स.आ. सलेम		
6. आयकर आयुक्त (अपील), मद्रुरै	नि.स.आ. (क.नि.-1), मद्रुरै नि.स.आ. (क.नि.-2), मद्रुरै सभी केन्द्रीय परिमंडल, मद्रुरै विशेष जांच परिमंडल, मद्रुरै	नि.स.आ., केन्द्रीय रेंज, मद्रास नि.स.आ., रेंज-2, मद्रास				

जहां कोई आयकर परिमंडल, वार्ड अथवा जिला अथवा रेंज अथवा उसका कोई भाग इस अधिसूचना द्वारा एक अधिकार क्षेत्र से किसी अन्य प्रकार अधिकार क्षेत्र में अन्तर्गत कर दिया गया हो, वहां उस आयकर परिमंडल, वार्ड अथवा जिला अथवा रेंज अथवा उसके किसी भाग में किए गए निर्धारणों से उत्पन्न होने वाली और इस अधिसूचना की तारीख से तत्काल पूर्व, अधिकार क्षेत्र के उस आयकर आयुक्त के समस्त विचारधीन पड़ी अपीलें जिसके अधिकार क्षेत्र में उक्त आयकर परिमंडल वार्ड अथवा जिला अथवा रेंज अथवा उसका कोई भाग अन्तर्गत किया गया

ही, इस अधिसूचना के लागू होने की तारीख से अधिकार क्षेत्र के उस अधिकार प्राप्ति को अन्तर्गत की जाएगी और उसके द्वारा निपटाई जाएगी जिसके अधिकार क्षेत्र में उक्त परमिट्टल वाई अथवा जिला अथवा रेंज अथवा उसका कोई भाग अन्तर्गत किया गया है।

यह अधिसूचना 1-1-87 से लागू होगी।

[सं. 7071 (फा. सं. 261/10/86-प्र.क. (न्याय)]

सुरेन्द्र पॉल, प्रवर सचिव
केन्द्रीय प्रत्यक्ष कर बोर्ड

New Delhi, the 29th December, 1986

S. O.1067:—In exercise of the powers conferred by sub-section (1) of section 121A of Income-tax Act, 1961 (43 of 1961), section 9A of the Wealth Tax Act, 1957 (27 of 1957), Section 8A of the Gift-tax Act, 1958 (18 of 1958) and in supersession of all previous notifications in this behalf the Central Board of Direct Taxes, hereby directs that the Commissioner of Income-tax (Appeals) of the charges specified in column (1) of the Schedule below, shall perform the functions in respect of such persons assessed to Income-tax or Sur-tax or Interest Tax or Wealth-tax or Gift-tax in the Wards, Circles, Districts and Ranges specified in the corresponding entries in column (2) and column (3) thereof as are aggrieved by any of the orders mentioned in sub-section (2) of Section 246 of Income-tax Act, 1961 in sub-section (1) of Section 11 of Companies (profits) Sur-tax Act, 1964 (7 of 1964) and in sub-section (1) of Section 15 of the Interest Tax Act, 1974 (45 of 1974), in section 23 (1A) of the Wealth-tax Act, 1957, and in section 22(1A) of the Gift-tax Act, 1958 and also in respect of such persons and classes of persons as the Board has directed or may direct in future in accordance with provisions of clause (1) of sub-section (2) of Section 246 of the Income-tax Act, 1961.

SCHEDULE

Charges with Headquarters	Income-tax Wards, Circles & Districts	Ranges of IACs of Income-tax
1	2	3
1. Commissioner of Income-tax (Appeals)-I, Madras	City Circle-I, Madras City Circle-II, Madras City Circle-III, Madras Trust Circle, Madras IAC, Assessment Range-III, Madras IAC, Assessment Range-IV, Madras Special Survey Circle, Madras Salaries Circle-I, Madras Salaries Circle-II, Madras Salaries Circle, Madras (Erstwhile Circle) Refund Circle, Madras.	IAC, Range-I, Madras. IAC, Range-V, Madras. IAC, Range-X, Madras. IAC, Range-V, Madras IAC, Range-II, Madras. IAC, Range-III, Madras. — IAC, Range-III, Madras.

1	2	3
2. Commissioner of Income-tax (Appeals)-II, Madras.	All Central Circles in Madras IAC (Asst.) Central, Madras. Company Circle-I, Madurai (New) Company Circle-II, Madurai (New) Companies Circle, Madurai (Erstwhile Circle) Income-tax Circle, Madurai (Erstwhile Circle) Circle-I, Madurai (New) Circle-II, Madurai (New) Karaikudi Circle Dindigul Circle Ramanathapuram Circle (Erstwhile Circle)	IAC, Central Range-I, II & III, Madras. IAC, Madurai
3. Commissioner of Income-tax (Appeals)-III, Madras	Company Circle-III, Madras City Circle-V, Madras. Film Circle, Madras City Circle-VI, Madras Special Investigation Circle-I, II & III, Madras. Tambaram Circle Kancheepuram Circle Vellore Circle Villupuram Circle Pondicherry Circle Cuddalore Circle Kumbakonam Circle Nagapattinam Circle Tanjore Circle Erstwhile Hundi Circle I & II, Madras Special Investigation Circle A & B Erstwhile.	IAC, Range-IV, Madras. IAC, Range-VIII, Madras. .. IAC, Range-VII, Madras. IAC, Range-II, Madras. IAC, Range-VII, Madras. IAC, Range-VI, Madras.
4. Commissioner of Income-tax (Appeals)-V, Madras.	Company Circle-I, Madras Foreign Section, Madras Non-resident Circle, Madras IAC (Assessment) Range-I, Madras Company Circle-IV, Madras. Tiruchirappalli Circle (Erstwhile Circle) City Circle-I, Trichy City Circle-II, Trichy Company Circle, Trichy Karur Circle Pudukottai Circle Tuticorin Circle Virudhunagar Circle Tirunelveli Circle Nagarwil Circle	IAC, Company Range, Madras. IAC, Company Range, Madras. IAC, Company Range, Madras. .. IAC, Range-VIII, Madras. IAC, Trichy IAC, Tirunelveli.

1	2	3	1	2	3
5. Commissioner of Income-tax (Appeals)-VI, Madras.	City Circle-IV, Madras City Circle-VII, Madras Company Circle-II, Madras. IAC (Assessment) Range-II, Madras.	IAC, Range-IX, Madras. IAC, Range-IV, Madras. IAC, Range-I, Madras.	Circle-I, Salem Circle-II, Salem Company Circle, Salem Salem Circle (Erstwhile Circle) Krishnagiri Circle.	IAC Salem	
6. Commissioner of Income-tax (Appeals), Madurai.	Inspecting Asst. Commissioner (Asst. I), Madurai Inspecting Asst. Commissioner (Asst.-II), Madurai. All Central Circles in Madurai Special Investigation Circle, Madurai Special Circle (New w.e.f. 2-12-1974) Madurai. Special Circle, Madurai (Erstwhile Circle, EPT cases)	IAC, Central Range-I, Madras IAC, Range-II, Madras IAC, Madurai.			
7. Commissioner of Income-tax (Appeal) Coimbatore.	Additional Spl. Circle, Madurai. Special Survey Circle, Madurai.	IAC, Madurai.			
	City Circle-I, Coimbatore Comp. Circle-III, Coimbatore Coimbatore Circle (CBE Erstwhile Circle) Circle-I, Coimbatore (Erstwhile Circle) Salary, Circle, Coimbatore Ootacamund Circle	IAC Range-I, Coimbatore.			
	City Circle-II, Coimbatore Company Circle-I, II & IV Coimbatore. Pollachi Circle Tiruppur Circle Circle-II, Coimbatore (Erstwhile circle)	IAC Range-II, Coimbatore.			
	City Circle-III, Coimbatore Company Circle-V, Coimbatore Special Circle, Coimbatore Special Survey Circle, Coimbatore Erode Circle.	IAC Range-II, Madras.			
	Special Investigation Circle, Coimbatore All Central Circle, Coimbatore	IAC, Range-II, Madras. IAC Central Range-III, Madras.			
	IAC (Asst.) Range-I & II, Coimbatore.				

Whereas an Income Tax Circle, Ward or District or Range or Part thereof stands transferred by this Notification from one charge to another charge, appeals arising out of the assessments made in that Income Tax Circle, Ward or District or Range or part thereof and pendency immediately before the date of this Notification before the Commissioner of Income Tax of the charge from whom the Income Tax Circle, Ward or District or Range or part thereof is transferred shall from the date of this Notification takes effect, be transferred to and dealt with by the Commissioner of Income Tax (Appeals) of the charge to whom the said circle, Ward or District or Range or part thereof is transferred.

This Notification shall take effect from 1-1-1987.

[No. 7071 (F. No. 261/10/86-ITJ)]

Surender Paul, Under Secy.
Central Board of Direct Taxes

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 10 अप्रैल, 1987

का० प्रा० 1068:—भारतीय निर्यात-आयात बैंक अधिनियम, 1981 [(1981 का 28) की धारा 6 की उपधारा (1) के खण्ड (ऊ) के उपखण्ड (iii) के अनुसरण में केन्द्रीय सरकार एतद्वारा निम्नलिखित व्यक्तियों को 15 अप्रैल, 1987 से प्रारम्भ होने वाली और 14 अप्रैल, 1989 को समाप्त होने वाली 2 वर्ष की अवधि के लिए भारतीय निर्यात-आयात बैंक के निदेशक मण्डल में निदेशक के रूप में नामित करती है:—

1. श्री एम० के० कुमार

अध्यक्ष,

बेस्ट एण्ड काम्पटन इंजीनियरिंग लि०,

29, राजाजी सले,

मद्रास-608001

2. श्री के० एन० शिनाय,

अध्यक्ष एवं प्रबंध निदेशक,

हिन्दुस्तान ग्राउन बाबेरी लि०,

ग्राउन बाबेरी हाउस,

रेस कोर्स सर्कल,

बङ्गोवा-390007

[संख्या एक० 7/7/85-बी० ओ० 1]

एस० एस० हसूरकर, निदेशक

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 10th April, 1987

S.O. 1068.—In pursuance of sub-clause (iii) of clause (c) of sub-section (1) of section 6 of the Export-Import Bank of India Act, 1981 (28 of 1981), the Central Government hereby nominates the following persons as Directors on the Board of Directors of Export-Import Bank of India for a period of two years commencing on April 15, 1987 and ending with April 14, 1989 :—

1. Shri M. K. Kumar,
Chairman,
Best and Crompton Engineering Ltd.,
29, Rajaji Salai,
Madras-600001.

2. Shri K. N. Shenoy,
President and Managing Director,
Hindustan Brown Boveri Ltd.,
Brown Boveri House,
Race Course Circle,
Baroda-39007.

[No. F. 7/7/85-BO.I]

S. S. HASURKAR, Director

नई दिल्ली, 14 अप्रैल, 1987

का.आ. 1069:—केन्द्रीय सरकार, भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 17 (4ख) (ख) के उपबंधों के अधीन भारतीय रिजर्व बैंक से उधार लेने के प्रयोजन से, भारतीय औद्योगिक ऋण और निवेश निगम द्वारा 22.30 करोड़ रुपये के मूल्य के जारी किए जाने वाले बांडों के संबंध में मूलधन की आपसी अदायगी और 10 प्रतिशत (दस प्रतिशत) वार्षिक की दर से ब्याज की अदायगी की एतन्-द्वारा गारंटी लेती है अर्थात् यह गारंटी बांडों के जारी किए जाने की तारीख से 24 महीने की अवधि के लिए हो।

[एफ. सं० 6(7)/87-आई० एफ०-1]

प्रेम कुमार मल्होत्रा, अवसर सचिव

New Delhi, the 14th April, 1987

S.O. 1069.—The Central Government hereby guarantees the repayment of the principal and payment of interest at the rate of 10 per cent (Ten per cent) per annum in respect of holds of the value of Rs. 22.30 crores to be issued by the Industrial Credit and Investment Corporation of India Ltd. for the purpose of borrowing from Reserve Bank of India in terms of section 17(4BB)(b) of the Reserve Bank of India Act, 1934 (2 of 1934) provided that the guarantee will remain in force for a period of 24 months from the date of issue of the bonds

[F. No. 6(7)/87-IF. I]

P. K. MALHOTRA, Under Secy.

वाणिज्य संचालय

(तम्बाकू उद्योग विकास नियंत्रण)

नई दिल्ली, 16 अप्रैल, 1987

का० आ० 1070:—केन्द्रीय सरकार, तम्बाकू बोर्ड नियम, 1976 के नियम 3 और 4 के साथ पठित तम्बाकू बोर्ड अधिनियम, 1975 (1975 का 4) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निम्नलिखित व्यक्तियों को तम्बाकू बोर्ड के सदस्य नियुक्त करती है और यह निर्देश देती है कि भारत सरकार के वाणिज्य संचालय (तम्बाकू उद्योग विकास नियंत्रण) की अधिसूचना सं० का० आ० 851 (अ) तारीख 4 सितम्बर, 1985 में निम्नलिखित पंजीकृत किए जाएंगे, अर्थात्:—
उक्त अधिसूचना में,—

(1) क्रम सं० 10 और 22 तथा उन से संबंधित प्रविष्टियों के स्थान पर निम्नलिखित रखा जाएगा, अर्थात्:—

“10 प्रधान सचिव, सरकार	सदस्य, अन्तर्गत प्रदेश
खाद्य और कृषि विभाग,	सरकार का प्रतिनिधि
आन्ध्र प्रदेश सरकार हैदराबाद	
धारा 4 की उपधारा (4) के खंड (ग)	
के उपखंड (iii) के अधीन नियुक्त	
22. संयुक्त कृषि निदेशक	सदस्य, उड़ीसा
(विशेष कार्यक्रम और फसल)	सरकार का
कृषि निदेशालय, उड़ीसा	प्रतिनिधि
भुवनेश्वर-751001	
धारा 4 की उपधारा (4) के	
खंड (घ) के अधीन नियुक्त	

(2) इस प्रकार प्रतिस्थापित क्रम सं० 22 के पश्चात् निम्नलिखित क्रम सं० और उससे संबंधित प्रविष्टियां रखी जाएंगी अर्थात्:—

“23. कृषि विपणन समारोहकार	पदेन सदस्य
भारत सरकार	
ग्रामीण विकास विभाग	
धारा 4 की उपधारा (4) के	
खंड (घ) के अधीन नियुक्त	
24. कार्यपालक निदेशक	पदेन सदस्य
तम्बाकू बोर्ड	
गुंटूर-522007	
धारा 4 की उपधारा (4) के खंड	
(छ) के अधीन नियुक्त	

[का० सं० 8/10/85-ई पी (कृषि-6)]

जं० पी० श्रीवास्तव, हेल्थ अधिकारी

टिप्पण—मूल अधिसूचना का बाद में निम्नलिखित द्वारा संशोधन किया गया :

क्रम सं०	अधिसूचना	प्रकाशन की तारीख
1.	का० आ० 2554, ता० 8-7-86	19-7-86
2.	का० आ० 836(घ), ता० 11/13-11-86	13-11-86

MINISTRY OF COMMERCE
(Tobacco Industry Development Control)

New Delhi, the 16th April, 1987

S.O. 1070.—In exercise of the powers conferred by section 4 of the Tobacco Board Act, 1975 (4 of 1975) read with rules 3 and 4 of the Tobacco Board Rules, 1976, the Central Government hereby appoints the following as Members of the Tobacco Board and directs that the following amendments shall be made in the notification of the Government of India, in the Ministry

of Commerce (Tobacco Industr Development Control, No. S.O. 651(E) dated the 4th September, 1985 namely:—
In the said notification:—

(i) for serial numbers 10 and 22 and entries relating thereto the following shall be substituted namely:

"10. Principal Secretary to the Government, Member—To
Food & Agriculture Department, represent the
Government of Andhra Pradesh, Government of
Hyderabad, Andhra Pradesh
Appointed under subclause (vi)
of clause (c) of sub-section (4)
of section 4.

22. Joint Director of Agriculture Member—To
(SP & Crops) represent the
Directorate of Agriculture, Government of
Orissa, Orissa.
Bhubaneswar-751 001.
Appointed under clause (d)
sub-section (4) of section 4.

(ii) after serial number 22 so substituted, the following
serial numbers and entries thereto shall be substituted
namely:—

23. Agricultural Marketing Adviser Member—
to the Government of India, Ex-officio
Department of Rural Development.
Appointed under clause (f) of
sub-section (4) of section 4.

24. Executive Director, Member—
Tobacco Board, Ex-officio
Guntur-522 007.
Appointed under clause (g)
of sub-section (4) of
section 4.

[F.No. 8/10/85-EP(Agri.VI)]
G.P. GROVER, Desk Officer

Note:—The principal notification was subsequently amended
by:—

Sl. No.	Notification	Date of Publication
1.	S.O. 2554 dated 8-4-1986	19-7-1986
2.	S.O. 836(E) dated 11/13-11-1986	13-11-1986

उद्योग मंत्रालय

(कम्पना कार्य विभाग)

नई दिल्ली, 6 अप्रैल, 1987

का. भा. 1071 :—एकाधिकार तथा अवरोधक अध्यापारिक व्यवहार अधिनियम, 1969 (1969 का 54) की धारा 26 का उप-धारा (3) के अनुसरण में केन्द्रीय सरकार एतद्वारा मैक्स इस्स्यू. एच. टारगेट एंड कम्पनी लि. पंजीकृत कार्यालय 19 आर. एन. मुकजी रोड, कलकत्ता 7000 के कथित अधिनियम के अन्तर्गत पंजीकरण (पंजीकरण प्रमाण पत्र संख्या 560/70 के निरस्तकरण को अधिसूचित करता है।

[संख्या 16/12/86 एम.-III]

एल. सी. गोयल, अवसर सचिव

MINISTRY OF INDUSTRY

(Department of Company Affairs)

New Delhi, the 6th April, 1987

S.O. 1071.—In pursuance of sub-section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969

(54 of 1969), the Central Government hereby notifies the cancellation of the registration of M/s. W. H. Targett and Co. Ltd. having its registered office at 19-R. N. Mookherjee Road, Calcutta-700001 under the said Act (Certificate of Registration No. 560/70)

[No. 16/12/86-M. III]

L. C. GOYAL, Under Secy.

(औद्योगिक विकास विभाग)

नई दिल्ली, 15 अप्रैल, 1987

आदेश

का० भा० 1072 :—केन्द्रीय सरकार, आवश्यक वस्तु अधिनियम, 1955 (1955 का 10) की धारा 3 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, श्री रायालसीमा पेपर मिल्स लिमिटेड को० छखबारी कागज नियंत्रण आदेश, 1962 की अनुसूची 1 की मद 3 के साथ पठित खंड 2 (इ) के प्रयोजनों के लिए छखबारी कागज का उत्पादन करने वाली मिल के रूप में विनिर्दिष्ट करती है।

[संख्या 5/2/81-कागज]

जी० सुन्दरम, अवसर सचिव

(Department of Industrial Development)

New Delhi, the 15th April, 1987

ORDER

S.O. 1072.—In exercise of the powers conferred by Section 3 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby specifies Sree Rayalaseema Paper Mills Ltd., as a Mill producing newsprint for purposes of clause 2(e) read with item 3 of Schedule I of the Newsprint Control Order, 1962.

[No. 5(2)/81-Paper]

G. SUNDARAM, Under Secy.

खाद्य और नागरिक पूर्ति मंत्रालय

(खाद्य विभाग)

नई दिल्ली, 10 अप्रैल, 1987

का. भा. 1072 :—फल उत्पाद आदेश, 1955 के खण्ड 3 के उप-खण्ड (1) के अनुसरण में केन्द्रीय सरकार भारत के राष्ट्रपति, भाग II, खण्ड 3, उपखण्ड (ii) में तारीख 24 मई, 1986 को प्रकाशित भारत सरकार, खाद्य और नागरिक पूर्ति मंत्रालय (खाद्य विभाग) की अधिसूचना संख्या का. भा. 2050 तारीख 6 मई, 1986 में एतद्वारा निम्नलिखित संशोधन करती है।

2. उक्त अधिसूचना में क्रम संख्या 11, 13 और 18 और उनसे संबंधित प्रविष्टियां निम्नलिखित में प्रतिस्थापित की जाएंगी अर्थात् :—

"11. श्री के. बी. राव, कार्यकारी निदेशक, उपा इन्टर-कन्टीनेंटल, 8, मालवा मार्ग, नई दिल्ली	फल और सब्जी उत्पादों के निर्यातक
13. डा. सी. के. जार्ज, संयुक्त आयुक्त (बागवानी) शुषि तथा सहकारिता विभाग, भारत सरकार, कृषि मंत्रालय, नई दिल्ली	भारत सरकार के कृषि आयुक्त के नामिती

18. डा. आर. के. बायशिया फल रस अथवा फल-
मेसर्स मैक डोवेल एण्ड कम्पनी लिमिटेड गूदा सहित अथवा इसके
ए-44-ए, एन. डी. एस. ई. पार्ट-1 बिना मोटे वातित जल
नई दिल्ली-110049 के निर्माताओं के
प्रतिनिधि

[संख्या 9-28/85-एफ. एन. बी. 4/नो. डी. 2]
उ. र. कुर्लेकर, निदेशक

MINISTRY OF FOOD & CIVIL SUPPLIES
(Department of Food)

New Delhi, the 10th April, 1987

S.O. 1073.—In pursuance of sub-clause (1) of clause 3 of the Fruit Products Order, 1955, the Central Government hereby makes the following amendment, with immediate effect, in the notification of the Government of India in the Ministry of Food & Civil Supplies (Department of Food) No. S.O. 2050 dated the 6th May, 1986 published in the Gazette of India, Part II, Section 3, sub-section (ii) dated the 24th May, 1986.

2. In the said notification, for serial number 11, 13 and 18 and entries relating thereto, the following shall be substituted, namely :—

- "11. Shri K. V. Rao, Executive Export of fruit and
Director, Usha Inter-vegetable products.
Continental, 8, Malcha
Marg, New Delhi.
13. Dr. C. K. George, Nominee of Agriculture
Joint Commissioner Commissioner to the
(Horticulture), Department Government of India,
of Agriculture
and Cooperation,
Government of India,
Krishi Bhavan.
18. Dr. R. K. Baishya, Reresenting manufacturers
M/s Mc Dowell and of sweetened aerated
Company Limited, waters with or without fruit
F-44-A, N.D.S.E. Part-I, juice or fruit pulp."
New Delhi-110049.

[No. 9-28/85-FNB. IV/PD. III]
U. R. KURLEKAR, Director

स्वास्थ्य और परिवार कल्याण मंत्रालय
(स्वास्थ्य विभाग)

नई दिल्ली, 3 अप्रैल, 1987

का. आ. 1074.—केन्द्रीय सरकार ने भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) के खण्ड (इ) के अनुसरण में डा. डी. बी. बिष्ट, स्वास्थ्य सेवा महानिदेशक, नई दिल्ली (पदनाम द्वारा) को भारतीय आयुर्विज्ञान परिषद का सदस्य नाम निर्दिष्ट किया था।

और डा. डी. बी. बिष्ट की सेवा निवृत्ति के परिणामस्वरूप डा. जी. के. विश्वकर्मा ने स्वास्थ्य सेवा महानिदेशक, नई दिल्ली के पद का कार्यभार संभाल लिया।

अतः अब केन्द्रीय सरकार उक्त अधिनियम की धारा 3 की उप-धारा (1) के उपबन्धों के अनुसरण में भारत सरकार के स्वास्थ्य मंत्रालय की 16 जनवरी, 1960 की अधिसूचना संख्या का. आ. 138 में निम्नलिखित और संशोधन करती है, अर्थात्:—

उक्त अधिसूचना में, धारा 3 की उपधारा (1) के खण्ड (इ) के अन्तर्गत नामनिर्दिष्ट शीर्ष के अधीन क्रम संख्या 1 के सामने "डा. डी. बी. बिष्ट" शब्दों के स्थान पर "डा. जी. के. विश्वकर्मा" शब्द रखे जाएंगे।

[सं. बी. 11013/23/86-एम. ई. (पां.)]

MINISTRY OF HEALTH AND FAMILY WELFARE
(Department of Health)

New Delhi, the 3rd April, 1987

S.O. 1074.—Whereas the Central Government had in pursuance of the provision of clause (e) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956), nominated Dr. D. B. Bisht, Director, General Health Services, New Delhi, (by designation) to be a member of the Medical Council of India.

And whereas consequent on the retirement of Dr. D. B. Bisht, Dr. G. K. Vishwakarma has taken over as the Director General of Health Services, New Delhi.

Now, therefore, in pursuance of the provision of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Government of India in the Ministry of Health, No. S.O. 138, dated the 16th January, 1960, namely :—

In the said notification, under the heading "Nominated under clause (e) of sub-section (1) of Section 3" against serial number 1, for the words "Dr. D. B. Bisht," the words "Dr. G. K. Vishwakarma" shall be substituted.

[No. V-11013/23/86-ME (P)]

का. आ. 1075.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) धारा 3 की उपधारा (1) के खण्ड (ख) के उपबन्धों के अनुसरण में देवी अहिल्या विश्वविद्यालय व्याख्यान ने डा. सी. पी. तिवारी को 28 मार्च, 1986 से भारतीय आयुर्विज्ञान परिषद का सदस्य नाम निर्दिष्ट किया है।

अतः अब उक्त अधिनियम की धारा 3 की उपधारा (1) के अनुसरण में केन्द्रीय सरकार के स्वास्थ्य मंत्रालय की तारीख 9 जनवरी, 1960 की अधिसूचना संख्या का. आ. 138 में निम्नलिखित और संशोधन करती है; अर्थात्:—

उक्त अधिसूचना में "धारा 3 की उपधारा (1) के खण्ड (ख) के अधीन निर्दिष्ट" शीर्ष के अधीन क्रम संख्या 33 के सामने क्रम 3 में हो प्रविष्टि है स्थान पर निम्नलिखित प्रविष्टि रखी जाएगी, अर्थात्:—

"डा. सी. पी. तिवारी
महात्मा गांधी मेमोरियल मेडिकल कॉलेज,
इन्दौर"

[संख्या बी. 11013/21/86-एम. ई. (पां.)]

आर. श्रीनिवासन, अवर सचिव

S.O. 1075.—Whereas in pursuance of the provisions of clause (b) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956), Dr. C. P. Tewari has been elected by the Court of Devi Ahilya Vishwavidyalaya to be a member of the Medical Council of India with effect from the 28th March, 1986.

Now, therefore, in pursuance of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Government of India in the Ministry of Health, No. S.O. 138, dated the 9th January, 1960, namely :—

In the said notification, under the heading "Elected under clause (b) of sub-section (1) of Section 3", against serial number 33, in column 3, for the entry the following entry shall be substituted, namely :—

"Dr. C. P. Tewari
Dean,
M.G.M. Medical College,
Indore".

[No. V-11013/21/86-ME(P)]
R. SRINIVASAN, Under Secy.

कृषि मंत्रालय

(कृषि और सहकारिता विभाग)

नई दिल्ली, 30 मार्च, 1987

का. भा. 1076.—केन्द्रीय सरकार 30 जुलाई, 1982 तक यथा-संशोधित पशु क्रूरता निवारण अधिनियम, 1960 की धारा 5 की डा-धारा (1) (ख ग) के उपबंधों के अधीन एतद्वारा कु. डावना रत्नगढ़, अध्यक्ष, ब्यूटी विदाउट क्रयुलिटी, को कु. क्रिस्टल रोमर्स के स्थान पर जिन्होंने अपने पद से त्याग पत्र दे दिया है, तत्काल से और आगामी आदेश जारी होने तक भारतीय पशु कल्याण बोर्ड के सदस्य के रूप में नामजद करती है।

[सं. 14-1/87-एल. डी. 1]

MINISTRY OF AGRICULTURE

(Department of Agriculture & Cooperation)

New Delhi, the 30th March, 1987

S.O. 1076.—Under provision of sub-section (1)(bc) of Section 5 of the Prevention of Cruelty to Animals Act, 1960 as amended upto 30th July, 1982, the Central Government hereby nominate Ms. Diana Ratnagar, Chairperson, Beauty without Cruelty, as Member of the Animal Welfare Board of India with immediate effect and until further orders vice Miss Crystal Rogers. resigned.

[No. 14-1/87-I.D. 1]

नई दिल्ली, 31 मार्च, 1987

का. भा. 1077.—केन्द्रीय सरकार, पशु क्रूरता निवारण अधिनियम, 1960 (1960 का 59) के खण्ड 5 के उप-खण्ड 3 के परन्तुकों के अधीन एतद्वारा डा. ए. के. चटर्जी, पशु पालन आयुक्त, कृषि मंत्रालय (कृषि और सहकारिता विभाग) को तत्काल से और आगामी आदेश जारी होने तक भारतीय पशु कल्याण बोर्ड में स्व. श्री एम. सी. दागा के स्थान पर अध्यक्ष के पद के लिए नामजद करती है।

[संख्या 14-1/87—एल. डी.-1]

एम. पी. वर्मा, प्रवर सचिव

New Delhi, the 31st March, 1987

S.O. 1077.—Under provisions of sub-section 3 of Section 5 of the Prevention of Cruelty to Animals Act, 1960 (59 of 1960), the Central Government hereby nominates Dr. A.K. Chatterjee, Animal Husbandry Commissioner, Ministry of Agriculture (Department of Agriculture & Cooperation) to be the Chairman of the Animal Welfare Board of India with immediate effect and until further orders in place of Late Shri M. C. Daga.

[No. 14-1/87-LD. 1]

S. P. VERMA, Under Secy.

संचार मंत्रालय

(दूरसंचार विभाग)

नई दिल्ली, 16 अप्रैल, 1987

का. भा. 1078.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम 1951

के नियम 434 के खंड III के पैरा (क) के अनुसार महानिदेशक, दूरसंचार विभाग ने कृषान गंज टेलीफोन केन्द्र, बिहार सकल, में दिनांक 30-4-1987 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-11/87-पी.एच.बी.]

MINISTRY OF COMMUNICATIONS

(Department of Telecommunications)

New Delhi, the 16th April, 1987

S.O. 1078.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S. O. No. 627 dated 8th March, 1960, the Director General, Department of Telecommunications, hereby specifies 30-4-1987 as the date on which the Measured Rate System will be introduced in Kishan Ganj Telephone Exchange, Bihar Telecom. Circle.

[No. 5-11/87-PHB]

का. भा. 1079.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार महानिदेशक, दूरसंचार विभाग ने नेडुंगाडू तथा अम्बागाठाथूर टेलीफोन केन्द्रों तमिलनाडू सकल, में दिनांक 30-4-1987 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-1/87-पी.एच.बी.]

S.O. 1079.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S. O. No. 627 dated 8th March, 1960, the Director General, Department of Telecommunications, hereby specifies 30-4-1987 as the date on which the Measured Rate System will be introduced in Nedungadu and Ambagarathur Telephone Exchanges in Tamil Nadu Telecom. Circle.

[No. 5-1/87-PHB]

का. भा. 1080.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार महानिदेशक, दूरसंचार विभाग ने वडकरै, परमनकुचिरी, कृस्तियनगरम, कुरुम्बूर तथा आथूर टेलीफोन केन्द्रों, तमिलनाडू सकल, में दिनांक 30-4-1987 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-3/87-पी.एच.बी.]

(पी.आर. काररा, सहायक महानिदेशक (पी.एच.बी.))

S.O. 1080.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S. O. No. 627 dated 8th March, 1960, the Director General, Department of Telecommunications, hereby specifies 30-4-1987 as the date on which the Measured Rate System will be introduced in Vadakarai, Paramankurichi, Christianagaram, Kurumbur, and Authour Telephone Exchanges, Madurai Telecom. Region, Tamil Nadu.

[No. 5-3/87-PHB]

P. R. KARRA, Asstt. Director General (PHB)

धम मंत्रालय

MINISTRY OF LABOUR

नई दिल्ली, 2 मार्च, 1987

New Delhi, the 2nd March, 1987

का. आ. 1081.—कन्द्रीय सरकार खान अधिनियम, 1952 (1952 का 35) की धारा 83 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार के भूतपूर्व धम और नियोजन मंत्रालय की अधिसूचना सं. का. आ. 3699 तारीख 22 नवम्बर, 1965 में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अधिसूचना की प्रतिसूची में मद 12 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित प्रविष्टियाँ रखी जाएंगी, अर्थात्

(1)	(2)	(3)
12. तेलकुओं की खोज अध्याय VI के सभी उप-ट्रिलिंग मंक्रियाओं में, बन्ध सिवाय धारा 34 जहाँ ऐसी ट्रिलिंग निरंतर 36, 39, 40, 43, 45, की जानी है, नियोजित 46 और 48 के व्यक्ति		परन्तु यह कि उक्त व्यक्ति— (i) किसी भी दिन 12 घंटे से अधिक के लिए नियोजित नहीं किया जाएगा; (ii) एक समय में 14 दिन से अधिक के लिए नियोजित नहीं किया जाएगा; (iii) लगातार 14 दिन तक कार्य करने के पश्चात् उन्हें कम से कम 14 दिन की अवधि के लिए विश्राम मजूर किया जाएगा; और (iv) उन्हें ऐसे भत्ते और अन्य फायदे संवत् किए जाएंगे जो उस अनिश्चित मजदूरी या अतिकाल भत्ते से अन्यून नहीं होंगे जो खान अधिनियम, 1952 की धारा 33 के अधीन उसे संदेय होती या किसी पंचाट या करार या संपिदा के निबन्धनों के या सेवा के नियमों के, इनमें से जो भी उसके अधिक अनुकूल हो, अधीन उसे संदेय होती।

टिप्पण : मूल आदेश अधिसूचना सं. का. आ. 3699 तारीख 22 नवम्बर, 1965 के रूप में भारत के राजपत्र भाग 2, खंड 3, उपखंड (ii) तारीख 27 नवम्बर, 1965 में पृष्ठ पर प्रकाशित हुए थे और तत्पश्चात् उसका निम्नलिखित द्वारा संशोधन किया गया :

- (i) अधिसूचना सं. का. आ. 2275 तारीख 22-7-1966
- (ii) अधिसूचना सं. का. आ. 1063 तारीख 18-3-1967
- (iii) अधिसूचना सं. का. आ. 648 तारीख 7-2-1968
- (iv) अधिसूचना सं. का. आ. 2030 तारीख 26-7-1974
- (v) अधिसूचना सं. का. आ. 2859 तारीख 20-7-1982

[सं. एम-29014/5/85—एम—भार्ड]
आर टी. गण्डेय, उप सचिव

S. O. 1081:—In exercise of the powers conferred by Sub-Section (1) of Section 83 of the Mines Act, 1952 (35 of 1952), the Central Government hereby makes the following further amendments in the notification of the Government of India in the late Ministry of Labour and Employment No. S. O. 3699 dated the 22nd November, 1965, namely :—

In the Schedule to the said notification, for item 12 and the entries relating thereto, the following entries shall be substituted namely :—

(1)	(2)	(3)
12. Persons employed on exploration drilling operations of oil wells where such drilling have to be carried on continuously.	All provisions of Chapter IV except sections 34, 36, 39, 40, 43, 45, 46 & 48.	Provided that the said person shall— (i) not be employed for more than twelve hours on any one day; (ii) not be employed for more than fourteen days at a stretch; (iii) after they have worked for fourteen days at a stretch, be granted rest for a period of not less than fourteen days; and (iv) be paid such allowances and other benefits, amounting to not less than the extra wages or over time that would have been payable to him under section 33 of the Mines Act, 1952, or admissible under the terms of any award or agreement or of the contractor rules of service, whichever is more favourable to him.

NOTE : Principal order was published vide Notification No. S. O. 3699 dated the 22nd November, 1965 in the Gazette of India, Part-II, Section 3, Sub-Section (ii) dated 27th November, 1965 at pages 3869 to 3871.

Subsequently amended by :—

- (i) Notification No. S. O. 2275 dated 22-7-1966
- (ii) Notification No. S. O. 1053 dated 18-3-1967
- (iii) Notification No. S. O. 648 dated 7-2-1968
- (iv) Notification No. S. O. 2030 dated 26-7-1974.
- (v) Notification No. S. O. 2859 dated 20-7-1982.

[S. 29014/5/85-M-I]

R. T. PANDEY, Dy. Secy.

नई दिल्ली, 6 अप्रैल, 1987

का. अ. 1982.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, स्टेट बैंक आफ पटियाला के प्रबंधन से संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-3-87 को प्राप्त हुआ था।

New Delhi, the 6th April, 1987

S.O. 1082.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the industrial dispute between the employers in relation to the State Bank of Patiala and their workmen, which was received by the Central Government on the 30-3-1987.

BEFORE SHRI M. K. BANSAL, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, CHANDIGARH

Case No. I. D. 39/86

PARTIES :

Employers in relation to the management of State Bank of Patiala.

AND

Their workman : Harbans Lal.

APPEARANCES

For the Employer—Shri P. S. Arora.

For the workman—None.

INDUSTRY : Banking

STATE : Punjab

AWARD

Dated the 17th March, 1987

The dispute No. L-12012/213/85-D.II (A) dated 29th May, 1986 about termination of services of workman w.e.f. 20-2-85 was referred to this Court for decision under Section 10(1) (d) of the Industrial Disputes Act 1947 which is as under :—

"Whether the action of the management of State Bank of Patiala, in terminating the employment of Shri Harbans Lal, Gunman with effect from 20-2-1985 and also not considering him for further employment while engaging fresh hands is justified? If not, to what relief is the workman concerned entitled?"

2. The workmen in his claim alleged that he joined service of the Bank on 23-5-84 as Bank Guard on a pay of Rs. 450 per month. That his services were terminated on 20-2-1985. So he claim of re-instatement with back wages.

3. The management in reply alleged that due to disturbed conditions in Punjab Shri Surinder Nath Adviser to the Governor of Punjab, in meeting held with Bank Officials advised the bank that Punjab Police department will provide guards to the Bank on demand on honorarium of Rs. 15 per day; that under the scheme guards were to be selected by the District Superintendents of Police for deployments in various banks : that on adhoc basis the workman was sent to the

Bank, that he was never given appointment by Bank even on temporary basis. that he was deputed by Police authorities of Dina Nagar, that bank sent back the employee to the police deptt. as his services were no longer required.

4. The case thereafter was posted for evidence of the workman to 15-12-1986. None appeared for the workman. Notices were got issued to the workman and his authorised representative for 17-2-1987 and 17-3-1987. But none appeared. Mulakh Raj authorised representative of the worker had his other cases fixed for 17-3-1987 in which he sought adjournment by making separate requests. But he made no request for adjournment in the present case. It appears that workman is not interested to prosecute the present case. Hence the award is returned against the workman for want of evidence as workman will be held to have failed to prove that he was employee of the Bank.

Chandigarh,

Dated : 17-3-1987.

M. K. BANSAL, Presiding Officer

[No. L-12012/213/85-D.II (A)]

नई दिल्ली, 15 अप्रैल, 1987

का. अ. 1083.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन से संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली, के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-4-87 को प्राप्त हुआ था।

New Delhi, the 15th April, 1987

S.O. 1083.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the industrial dispute between the employers in relation to the State Bank of India and their workmen, which was received by Central Government on the 2nd April, 1987.

BEFORE SHRI G. S. KALRA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
NEW DELHI

I.D. No. 36/85

In the matter of dispute

BETWEEN

Shri Chander Parkash, N-29, Malka Gan, Subzi Mandi, Delhi-110007.

Versus

State Bank of India, Parliament Street, New Delhi.

APPEARANCES :

Shri Chander Parkash in person.

Shri B. K. Chaudhary for the Management.

AWARD

The Central Government in the Ministry of Labour vide its notification No. L-12012/4/85-D.II(A) dated 7th August, 1985 has referred the following industrial dispute to this Tribunal for adjudication:

"Whether the action of the Regional Office of State Bank of India, Parliament Street, New Delhi in terminating the services of Shri Chander Parkash sub-staff w.e.f. 7-4-83 is justified? If not, to what relief is the workman concerned entitled?"

2. The workman in his statement of claim produced a number of documents and submitted that on the basis of the documents his retrenchment/termination from the bank service is illegal/bad on the following grounds:

"1. I was retrenched twice from the Bank's service. First time on 7-4-83 and then again on 21-12-83.

2. My retrenchment on both occasions was malafide and illegal. It was against the provisions of the Industrial Dispute Act. I was not the last person to be appointed in the Bank's service. Many appointments in all the cadres have taken place in the Bank after my retrenchment. The basic law of "Last come, First go" was not adhered to by the Bank.
 3. I was not given any speaking/written order for retrenchment.
 4. No cogent reasons for retrenchment were advised to me.
 5. I was not paid the lawful scale wages as per the rules of the Bank and also various agreements, between the Bank and its workmen.
 6. I was not paid the bonus for the period I worked in the Bank as per the rules/circulars issued by the bank in this regard.
 7. Wages in respect of leave accrued to me (for my service in the Bank) were not paid to me.
 8. Proper retrenchment compensation based on wages as payable under the bilateral agreements/settlement was not paid to me.
 9. Law of equality and natural justice was violated while retrenching me from the service. In a similar case the Bank offered service to another employee on a regular scale basis with an understanding to absorb him in the permanent cadre of the Bank as and when the next test is held for recruitment in that cadre."
- The workman further stated that he had since got employment in the Life Insurance Corporation as clerk/typist w.e.f. 22-5-84 and asked for the following reliefs:
- (i) declare my retrenchment as illegal.
 - (ii) get me the difference of wages paid and payable from the Bank.
 - (iii) get me the payment of bonus from the Bank.
 - (iv) get me the wages in lieu of the leave accrued.
 - (v) get me the proper retrenchment compensation based on the proper scale wages, as payable to the employee under the bilateral agreements/settlement.
 - (vi) get me the compensation in lieu of the service in the Bank.
3. The Management in its written statement took up the preliminary objections that according to the workman himself he was terminated on 21-12-83 (second time) and the reference is not maintainable and is liable to be returned unanswered as it is only in respect of the alleged termination w.e.f. 7-4-83; that since even according to the workman he had been paid all the legal dues on 21-12-83, the termination is valid and cannot be called in question by him at this stage; and that in the negotiations between the State Bank of India Staff Association and the Management the dispute had been settled in May, 1983 and, therefore, no dispute subsists and as such the reference is liable to be answered in the negative. On merits it was submitted that the workman was employed as casual labour on daily wages to meet the exigencies of work and he was never employed on a regular basis and that the regular recruitment is made from the Employment Exchange and the workman was never sponsored by the Employment Exchange. Although the provisions of section 25-F of the I.D. Act were not applicable to the workman being a casual labour, as he happened to work for over 240 days in a calendar year, with a view to avoid any possible dispute the Bank paid him terminal benefits while terminating his services on 21-12-83. It was further stated that according to rules of the Bank workman was not eligible for appointment as a sub-ordinate staff as he was over-qualified. It was further stated that since the workman is admittedly employed as a clerk with the Life Insurance Corporation he is otherwise also not entitled to any benefit of reinstatement.

4. It is apparent from the statement of claim of the workman that although his services were earlier terminated on 7-4-83 he was taken back in service and paid wages upto 21-12-83, when his services were again terminated. The workman himself admits that he received wages upto 21-12-83. In that event the earlier termination order dated 7-4-83 which is the subject of the present reference, stood rescinded. The subsequent termination order dated 21-12-83 has not been included in the terms of the reference and, therefore, its justification or otherwise cannot be looked into by this Tribunal, since the Tribunal cannot enlarge the scope of the reference. In any case as the statement of claim shows the workman has taken employment in the Life Insurance Corporation of India w.e.f. 22-5-1983 and he is no more interested in reinstatement of his service with the Management. He is only interested in payment of certain dues and compensation for which the appropriate remedy is to file an application under section 33-C(2) of the I.D. Act. The workman may file such an application, if so advised. This reference stands disposed of accordingly.

Further it is ordered that the requisite number of copies of this Award may be forwarded to the Central Government for necessary action at their end.

24th March, 1987.

G. S. KALRA, Presiding Officer

[No. L-12012/4/85-D.II(A)]

N. K. VERMA, Desk Officer

नई दिल्ली, 6 अप्रैल, 1987

का. प्र. 1084.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भारतीय खाद्य निगम कूर्नूल के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद को पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार की 27 मार्च, 1987 को प्राप्त हुआ था।

New Delhi, the 6th April, 1987

S.O. 1084.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Hyderabad, as shown in the Annexure in the industrial dispute between the employers in relation to the management of Food Corporation of India, Kurnool and their workmen, which was received by the Central Government on the 27th March, 1987.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL)
AT HYDERABAD

Industrial Dispute No. 47 of 1985

BETWEEN

The Workmen of Food Corporation of India, Kurnool.

AND

The Management of Food Corporation of India, Kurnool.

APPEARANCES :

Sri Md. Iqbal, Industrial Labour Consultant, Kurnool—for the Workman.

Shri M. V. Bharathi, Advocate—for the Management.

AWARD

The Government of India, Ministry of Labour, by its Order No. L-42012(37)/84-D.V dated 20-7-1985 referred the following dispute under Sections 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 between the employers in relation to the management of Food Corporation of India, Kurnool and their workmen to this Tribunal for adjudication.

"Whether the action of the Management of Food Corporation of India, Hyderabad Region is justified in not considering Sri E. V. Pullaiah, Ex-Workman for appointment along with the Employment Exchange sponsored candidates? If not, to what relief the workman is entitled?"

This reference was registered as Industrial Dispute No. 47 of 1985 and notices were issued to the parties.

2. The claims statement filed by the workman stating that he worked as daily rated watchman from 29-5-1976 onwards till 18-1-1977 at the Food Corporation of India, Kurnool. According to him when he was in service the Food Corporation of India, Head Office New Delhi issued a Gazette Notification dated 4-2-1987 which was communicated to the Regional Managers Office for their regularisation of services of daily rated watchmen whether recruited directly by given an opportunity while conducting interviews along with the candidates sponsored by the Employment Exchange but the District Managers of Food Corporation of India have not taken care of the said notification for compliance and they removed him from service even after termination orders. It is his case that he represented this matter but nobody was sympathetic to consider the facts. He also mentioned that even though many of the employees who were recruited along with him and after him were regularised by the District Manager, Food Corporation of India, Kurnool vide office order dated 1st February 1977 List. Vol. II dated 23-4-1979 and 12-3-1980 still he was not considered. Therefore he raised a dispute and the Management took up the stand that the petitioner did not complete 240 days continuous service and thereby he cannot be reinstated. But he mentioned that as per Gazette Notification dated 25-1-1976 the employees who were recruited on daily rated basis for a period of less than three months or on purely temporary basis and whose services have been retained after long periodical breaks shall also be eligible to consider for appointment against direct recruitment along with the candidates sponsored by the Employment Exchange. Therefore the Management failed to comply their own Gazette Notification and he was terminated illegally. Therefore he wanted that to pay all the back wages since 19-1-1977 till the date from which reinstatement will be done and also order continuity of service from the date of first appointment with all other attendant benefits.

3. The Management filed a counter stating that he had put in total service of 7 1/2 months for a total period of 221 days and thus he is not entitled to take advantage of the said G.O. It is therefore his case that daily rated watchman was found surplus on 17-1-1977 and the services of senior Watchmen was regularised and petitioners services were terminated. It is also the case of the Management that he was working in Hired Godowns, Nandyal and that the same was dehydrated by 11-4-1977. While the other permanent watchmen were looking after the watch and ward. It is contended that the petitioner has no right to challenge the termination order. It is contended that none of the orders mentioned by him will afford him any reinstatement.

4. The workman examined himself as WW-1 and marked Exs. W-1 to W-7 while the Management examined one witness as MW-1 and marked Exs. M-1 and M-2.

5. WW-1 is the workman himself. He mentioned that he was appointed as daily rated watchman in Food Corporation of India, Kurnool from 29-5-1976 and he was terminated from service on 19-1-1977 as per Ex. W-2 and he could not know why he was terminated. It is also his case that he was not called for interview along with the Employment Exchange candidates for the vacancies that arose as per Circular Ex. W-3 and that he registered his name in the Employment Exchange in 1976 itself and the same is still valid as per Ex. W-4. The failure of conciliation report is marked as Ex. W-5. He marked the names of persons who were removed from service along with him who were re-employed by the Management as per office order dated 14-7-1982 and 5-3-1983 which are marked as Exs. W-6 and W-7. According to him in I. D. No. 81/84 in similar circumstances the Tribunal passed an award reinstating the employees. He admitted that he worked at Nandyal rice godown mills near the market and he was deputed to work at various places as daily rated watchman and he also admitted that he was unemployed for the last six years and he had no land, and that his seniors who were terminated were interviewed and taken back into service but he was not sponsored by the Employment Exchange. As per Ex. W-3 Circular the Food Corporation of India should invite the workers who had put in more than three months also for

interview along with the Employment Exchange sponsored candidates. In his case the same was not done when the interview was held over the sponsored candidates through Employment Exchange.

6. MW-1 mentions that he is the Assistant Manager, Food Corporation of India, Kurnool and the petitioner worked at hired godowns which are known as Open Storage Godowns as daily rated watchman. According to him the executive instructions issued for daily rated watchman employed during the emergency due to procurement of paddy is done as per Exs. M-1 and M-2 and that those persons who were in service on 25-1-1976 were interviewed with the employment exchange candidates and this concession is not extended to those who were appointed later. According to him Ex. W-2 is not applicable to the instant case and it is his case that Ex. M-1 and M-2 only apply.

7. So the shortest point is whether Exs. M-1 and M-2 apply to the facts therein or Ex. W-3 will apply. Admittedly even as per the counter, the workman put in 221 days with breaks between 29-5-1976 to 18-1-1977 and he was not interviewed when there were vacancies when Employment Exchange candidates were called for interview. Ex. W-3 would show that these Regulations would have come into force on 27-1-1976 and it is mentioned that such of the employees who were recruited on daily rated watchman for a period of less than three months are on purely temporary basis whose services have been retained after long periodical breaks shall also be eligible to be considered for appointment against the direct recruitment along with the candidates sponsored by the respective Employment Exchanges. This is dated 4-2-1976 while this workman was terminated on 18-1-1977 when the circular Ex. W-3 was already in existence and those who completed period of not less than three months on daily rated basis should be considered for appointment against direct recruitment along with the candidates sponsored by the Employment Exchange to say that he is not eligible for similar treatment is nothing but discrimination. Moreover Ex. W-6 and W-7 would show that the Corporation had considered some of those people who were retrenched were reappointed though they worked as daily rated watchman to hired godowns. So Ex. W-3 circular directly apply to the present facts of the case and Exs. W-6 and W-7 would also support such interpretation that the Food Corporation of India itself followed by calling such people who were terminated being interviewed along with the Employment Exchange candidates. Exs. M-1 and M-2 are dated 7th September 1977 and 15-7-1977 the circular is issued after his termination. So they have no priority of enforcement on a person who was already terminated on 18-1-1977. Ex. W-3 is a Circular issued on 4-2-1976 and he was terminated on 18-1-1977. Therefore by virtue of Ex. W-3 Circular he is entitled and eligible to be considered for appointment against direct recruitment along with the candidates sponsored by the respective Employment Exchanges. This was not done in his case while similar candidates who were terminated with him were considered with the Employment Exchange candidates and reinstated. So there is discrimination and further Ex. W-3 circular is more applicable to him and Exs. M-1 and M-2 have no application to the present facts of the case.

8. Thus on a consideration of the entire evidence, I hold that the action of the Management of Food Corporation of India, Hyderabad Region is not justified in not considering Sri E. V. Pullaiah, Ex-Watchman for appointment along with the Employment Exchange sponsored candidates and that the same is in contravention of Ex. W-3 and therefore he is entitled for reinstatement with continuity of service from the date of his first appointment and with full back wages as he is unemployed.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the scale of this Tribunal this the 19th day of February, 1987.

SRI J. VENUGOPAL RAO, Presiding Officer

[No. L-42012/37/84-D.V]

Appendix of Evidence

Witnesses Examined Witnesses Examined
for the Workman : for the Management :

WW-1—E. V. Pullaiah MW-1—R. Chandra Mouli.

Documents marked for the Workmen :

- Ex. W-1—Photostat copy of the Service Certificate dated 20-8-76 issued to E. V. Pullaiah by the Asst. Manager, Food Corporation of India, Nandyal.
- Ex. W-2—Photostat copy of the termination order dated 19-1-77 issued to E. V. Pullaiah by the Asst. Manager, Food Corporation of India, Nandyal.
- Ex. W-3—Photostat copy of the Notification dated 4-2-76 issued Joint Personnel Manager, Food Corporation of India, Head Office, New Delhi-1.
- Ex. W-4—Photostat copy of the Identity Card of E. V. Pullaiah issued by Government of Andhra Pradesh, Department of Employment.
- Ex. W-5—Photostat copy of the Failure of conciliation report dated 20-8-84.
- Ex. W-6—Photostat copy of the Office Order dated 14-7-82 issued to C. Sreerama Murthy by the District Manager, F.C.I. Kurnool.
- Ex. W-7—Photostat copy of the Office Order dated 5-3-83 issued to S. A. Basha by the District Manager, F.C.I. Kurnool.

Documents marked for the Management

- Ex. M-1 True copy of the Circular No. 4-8/75-EP dated 7-9-77 issued by Personnel Manager, Food Corporation, Head Office New Delhi with regard to regularisation of adhoc/daily rated employees working in various offices of the corporation.
- Ex. M-2—True copy of the Circular No. 4-4/75-EP Vol. II dated 15-7-77 issued by Joint Personnel Manager, F.C.I. Head Office, New Delhi with regard to recruitment of casual Labour on work charged/Muster rolls.

का.श्रा. 1085—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुमरण में, केन्द्रीय सरकार, भारतीय खाद निगम, कुरुनूल के प्रबंधक से सम्बंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27 मार्च, 1987 को प्राप्त हुआ था।

S.O. 1085.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal Hyderabad, as shown in the Annexure in the industrial dispute between the employers in relation to the management of Food Corporation of India, Visakhapatnam and their workmen, which was received by the Central Government on the 27th March, 1987.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL)
AT HYDRABAD

Industrial Dispute No. 58 of 1985

BETWEEN

The workmen of Food Corporation of India, Visakhapatnam.

AND

The Management of Food Corporation of India, Visakhapatnam,

APPEARANCES :

Sarvasri G. Vikshapathy, G. Vidyasagar and G. C. Venkata Swamy, Advocates—for the Workmen.

Sri M. V. Bharathi, Advocate—for the Management.

AWARD

The Government of India, Ministry of Labour by its Order No. L-42012(36)/82-D.II (B)/D.V. dated 6-9-1985 referred the following dispute under Sections 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 between the employers in relation to the management of Food Corporation of India, Visakhapatnam and their workmen to this Tribunal for adjudication :—

"Whether the action of the Management of Food Corporation of India, Visakhapatnam in not considering S/Shri Mukatevi Raghavaswamy, M. L. N. Swamy and K. A. Ramanujacharyulu, for employment subsequent to the termination of their service with effect from 30-4-1980 is justified? If not, to what relief these workman are entitled for?"

This reference was registered as Industrial Dispute No. 58 of 1985 and notices were issued to the parties:

2. The claim statement filed by three workmen submitted that they were appointed as Watchmen duly by the Management and posted at Machilipatnam Port Operation and M. Raghavaswamy joined duty on 16-3-1978, M. L. N. Swamy joined duty on 26-7-1978 and K. A. V. Ramanujacharyulu joined duty on 6-10-1978 the dates of joining in the Food Corporation of India as Watchmen, they were discharging the duties to the satisfaction of their superiors. The Assistant Manager informed Sri M. L. N. Swamy on 16-4-1980 to stop away from work and he need not attend duty. He was not given any reason for such sudden termination of his service. Subsequently on 30-4-1980 the other two workmen were similarly asked by the Assistant Manager to stop away from work without giving any reason or valid notice. The workmen then approached the Assistant Commissioner of Labour Central with a representation of their case. The workmen were sent thrice terminal compensation by the management but the same were returned by the workmen as they were insisting for reinstatement. Subsequently the Regional Labour Commissioner, Hyderabad addressed a letter to the workmen to accept the compensation amount and the same would not affect their rights if any to pursue for their reinstatement. Thus without prejudice to their rights for reinstatement the workmen accepted the compensation. After the failure conciliation the matter was referred for adjudication. The workmen submitted that their termination of services after more than two years of continuous service without notice or assigning any reasons without following the procedure is illegal, irregular and opposed to the principles of natural justice.

3. The Management filed a counter stating that as the reference did not form industrial dispute as defined under Section 2(k) of the I. D. Act. According to the Management it is justified in not considering the petitioner workman in continuing in service in view of want of vacancies or winding up of scattered storage godowns started on receipt of M. V. Indian Faith Fertiliser Vessel on 26-2-1978 which was suddenly diverted to Machilipatnam Port for final discharge. The original programme was to alight the goods at Visakhapatnam before proceeding to Calcutta for final discharge. The stocks were of Fertilisers. The petitioners were daily rated watchmen engaged to assist the permanent watchmen deputed to Machilipatnam temporarily on day-to-day basis till such time the stocks were liquidated which were unloaded from the Fertiliser Vessel, M.V. Indian Faith. Thus there is in industrial dispute and the petitioners having received the compensation as shown hereunder. After the date of settlement of payment there is no industrial dispute between the Petitioner and the Respondent. In fact the failure report of the Conciliation Officer dated 24-7-1982 without collecting the names of the junior daily rated watchman from the petitioners which they have promised to provide, speaks of Industrial Disputes being "non-exist" as on the date of his report. The Petitioners are not entitled for reinstatement with service as claimed and all other averments are denied. When these people were appointed till the work is over on the basis of

no work no pay basis and the tenure automatically ends and there is no legal obligation to give notice for the simple reason that the case is not governed by Section 25-F of the I. D. Act.

4. The workers examined two witnesses as WW-1 and WW-2 and marked Exs. W-1 to W-24. While the Management examined one witness and marked Exs. M-1 to M-4.

5. WW-1 deposed that he worked as daily rated watchman in the Food Corporation of India from 6-10-1978 and he also mentioned about the other two watchmen who were appointed on the respective dates as mentioned in the claims statement. According to him their wages were paid monthly once and they were also paid Bonus as and when it is due. Suddenly the Management asked them to stop from work and issued oral termination orders. A failure report issued by the Assistant Commissioner Labour is marked as Ex. W-1. According to him he knew the hand writing of M. L. N. Swamy and M. Raghavaswamy and he can identify their signature. On 3-4-1981 by letter dated 3-4-1981 addressed to M. L. N. Swamy, the Food Corporation of India offered to pay compensation notice, period wages and back wages from 17-4-1980 to 2-4-1981 as per Ex. W-3 and the workmen refused to receive the same. Similarly they too did not accept the compensation as under Exs. W-4 and W-5. He also marked a letter Ex. W-6 as the copy of the letter given to him in that connection. According to him while so the communication was received from the Labour Ministry stating that the case is under consideration as per Ex. W-7 and in the meanwhile the Regional Labour Commissioner (Central) asked them to receive compensation and yet they are entitled to raise a dispute and basing upon Ex. W-9 communication they received the money. According to him even as per that money was sent as on 20-6-1981 though they should have been sent wages for five more months. As per Ex. W-12 the Bonus was paid for the year 1979-80 to them on 14-8-1980 and the Labour Commissioner was approached by them as per Ex. W-13 and Ex. W-14 is a letter received from the Government of India in this connection and a copy is also communicated to them of the same. The other colleagues of his also received similarly communication under Exs. W-16 and W-17 and finally the Desk Officer of the Ministry of Labour asked the Management to explore the possibility to employ them as casual labourers and also to consider them for regular appointment in the vacancies Ex. W-18 is the said letter and Ex. W-19 is the letter from the Parliament Member to show that the said is not fulfilled and finally the matter referred to this Tribunal. There are 13 Watchmen at Machilipatnam and three of them are petitioners before the Tribunal. According to him there were two open Godowns and there are number of covered godowns. According to him six or seven Vessels or ships were unloaded fertilisers at Machilipatnam apart from the ships. He admitted that he is a daily rated watchman. He denied the suggestion that they were terminated because open air godown were not existing at the time of termination. According to him they never worked in open air godowns. He further mentioned that some of the people who were working with them were transferred to Vizag godowns and they were prepared to work there also. Anywhere suitable post as watchman. He finally mentioned that out of 13 watchmen 9 watchmen were transferred to Vizag and 3 of them were before this Tribunal for reinstatement and the fourth man did not pursue his remedy. He asserted among those nine persons who were transferred to Vizag, some of them are far junior to them.

6. WW-2 also similarly deposed that they worked as Watchman in closed godown only and it is not correct to say that they worked in open Godowns and he also offered to work anywhere if suitable watchman posts are given on permanent basis. He filed Ex. W-23 as the letter dated 8-5-1981 from V. Valachandran, Joint Manager, Port Operations to M. Raghavaswamy giving details of the payment and Ex. W-24 is the letter dated 14-12-1981 addressed by Joint Manager to M. Raghavaswamy with regard to the details of the payment.

7. On the other hand WW-1 marked a Telegram received from Headquarters to Collector of Customs Vizag as well as the copy marked to the Assistant Manager, Food Corporation of India and they were directed to unload fertilisers from the Vessel fully. The vessel with stock of fertilisers were diverted to Machilipatnam for unloading and they had

no business transactions for fertilisers at Machilipatnam Port. According to him the Petitioners herein are some of them who are appointed as daily rated watchman but the stocks which were not kept at Machilipatnam liquidated finally in 1980 at the end of April 1980 and there are small sheds and closed godowns and thus the work of liquidation was over from April 1980 and the Watchmen were discharged. According to him F.C.I. paid compensation to them. Exs. M-2 to M-4 to all these people and there was ban of recruitment on such watchmen on watch and ward staff and they were only recruited on temporary basis for emergency purpose. He admitted that it might be true that Fertiliser staff continued to work at Machilipatnam after the termination of the workmen depending upon the workload of liquidation of godowns stocks and closing the unit in transfer of false. They admitted they did not pay notice pay of compensation at the time of termination of workman in this case. According to him they are ousted due to depletion of work. For Clause IV employees he admitted the seniority maintained regionwise. According to them they maintained seniority of Class IV employees and he promised to produce the seniority of Class IV employees maintained by them. He said that he did not know the interse seniority of the workers of Class IV employees was checked before they are terminated. He admits that Helpers and Assistant Grade III were working for short period on daily rated basis without Employment Exchange that he was not aware that they were subsequently absorbed in the regular post. According to him Ch. V. L. N. Sastry and Appalaraju were appointed through Employment Exchange on regular basis. He denied that they were appointed along with these petitioners. He admitted that these employees represented to the Zonal Authorities to consider them for appointment in their Zone for the equivalent post. He finally mentions that it might be true that there may be posts vacant for daily rated employees even in their Zone, there was ban for recruitment of class IV employees.

8. There is no dispute that M. Raghavaswamy, M. L. N. Swamy and K. A. V. Ramanujacharyulu working as daily rated watchmen at Machilipatnam. Of course M. Raghavaswamy joined duty on 16-3-1978 and he was stopped from work by the Management of Food Corporation of India, Visakhapatnam from 16-4-1980. M. L. N. Swamy joined duty as a daily rated watchman on 26-7-1978 and was stopped from coming to duty from 30-4-1980. K. A. V. Ramanujacharyulu joined duty as daily rated watchman on 6-10-1978 and was terminated from 30-4-1980. These facts are not in dispute. Their wages were paid on monthly basis though their wages calculated at daily rated is not in dispute. The period which they worked as mentioned above would definitely constitute more than 240 days continuous service. Now it is elicited from WW-1 and WW-2 that out of 12 daily rated watchmen when the stocks of fertilisers which were unloaded at Machilipatnam exhausted, 9 of them were transferred to Visakhapatnam. It is also conceded as a Unit the Machilipatnam fertilisers unloading which was diverted for quick unloading fertilisers comes under the Joint Manager F.C.I. Port Operations, Visakhapatnam. So when nine watchmen were transferred to Vizag when the stocks of fertilisers were unloaded at Machilipatnam completely and the stocks were liquidated after unloading, it is not the case of the Management that the people who were working at Machilipatnam were terminated. Moreover nine persons were taken back to Vizag and its the case of these WW-1 and WW-2 that some of these nine people whom the Management transferred to Vizag by the Food Corporation of India juniors to them and therefore their termination after two years of continuous service without notice and without assigning any reasons and without following regular procedure contemplated by law invalid and that they should be reinstated. The documents file would show that on the assurance of the Commissioner of Labour (Central) that the workers received compensation which they refused thrice on the ground that raising of a dispute has nothing to do with receiving of compensation. These are marked as Exs. W-9 and W-11. Infact Ex. W-7 would show that the representations of these workers was examination in consultation with the Ministry of Agriculture and Department of Food Corporation of India for reinstatement. The conciliation failure report which is marked as Ex. W-13 would show that the Food Corporation of India did not follow Section 25-FFF of the I. D. Act procedure and consequently the Management of Food Corporation of India, Vizag arranged dues upto the date of

rendering the amount along with the retrenchment compensation and that the employees were receiving payments and were insisting for reinstatement only. It also pointed out that the Regional Labour Commissioner (Central) Hyderabad advised the employee concerned to receive payment and then raise the dispute if they so desired giving the names of juniors who have been continued in service with other details so that the matter can be reconsidered if necessary. Now as per E. W-14 it is informed that the Government of India have decided not to refer the dispute to the Tribunal for adjudication as it was reported to them that all the three watchmen have accepted the retrenchment benefit and back wages in full and final settlement of the dispute. Infact when a letter was written by one M. P. Sri George Fernandez the then Minister for Food and Civil Supplies mentioned that the matter will be considered to accommodate the three workers when vacancies in south zone including Vizag arise. Now the arguments of the Ministry under Ex. W-17 that they were not engaged through Employment Exchange and therefore it is not possible to reemploy them as there was ban of recruitment of entry level had no application to these persons. It is surprisingly imposed upon these three workers infact there are circulars that the people who were retrenchment due to unavoidable circumstances if the work is over should be considered along with the Employment Exchange people when they have satisfied all requirements of 240 days continuous service and they should be preferred and it was done so in the very many instances and the same also decided in number of cases by this Tribunal. So the Food Corporation of India, Vizag cannot have separate rules and regulations to exclude these three people. When workers WW-1 and WW-2 specifically mentioned that out of 9 of them some of them are juniors to them. The Management should not hesitate to file the names of those 9 people who were admittedly transferred to Vizag after disbanding the work at Machilipatnam to show that these three peoples are juniors to them also and therefore they could be considered only when the vacancies arise subsequently. Even this is not done and the workers cannot be accepted to have the inter se seniority of the other workers and it cannot be said that the workers did not discharge their burden in this aspect. The Management is maintaining the list of workers showing when they joined service and when they were transferred to Vizag who is among them senior and after his case of retrenchment due to closure the last come first go theory should be applied. When there is allegation from WW-1 and WW-2 that there were seniors to some of these nine people transferred the very fact that MW-1 that some of them might be juniors. The very fact that the evidence of MW-1 that did not know the inter se seniority of these three would fortify the stand taken by them that they were seniors. Infact MW-1 has promised to produce the seniority of Class IV employees maintained by them at Vizag and the same was not filed. MW-1 had gone to the extent of saying that the Management should have checked the inter se seniority of all these workers before these three people were terminated and he was not aware whether such procedure was adopted in the instant case. Finally he conceded that they did not see inter se seniority at the time of termination of these workers. WW-1 and WW-2 consistently stated that three of them worked in closed godowns as daily rated watchmen and not in the open storage sheds. This work could not be denied by the Management by any tangible evidence. Therefore when the same witness conceded that Helpers and Assistant Grade III were also taken on short periods on daily rated basis without they being routed through Employment Exchange and that they were subsequently absorbed in regular posts, it is needless to say that the stand taken by the Management that due to want of vacancies that these people were not absorbed is a futile attempt to get the staff not covered under I. D. Act and the argument that they do not come under Section 2(k) of the I. D. Act is not tenable, and in very many cases it was already held that such daily rated watchman or workers who completed 240 days continuous service are within the purview of I. D. Act. Therefore considering all these aspects I hold that the action of the Management of Food Corporation of India, Visakhapatnam in not considering Sarvasri Mukatevi Raghavaswamy, M. L. N. Swamy and K. A. V. Ramanujacharyulu for employment subsequent to the termination of their services with effect from 30-4-1980 is not justified. The workmen are entitled to reinstatement with continuity of service and with back wages from the date of their termination with effect

from such other attendant benefits and the Management is entitled to recover compensation/terminal benefits paid by them by equal instalments when the three people are reinstated at Visakhapatnam or any other suitable places.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 19th day of February, 1987.

SRI J. VENUGOPALA RAO, Presiding Officer
[No. L-42012/36/82-D.II (B)]

Appendix of Evidence

- | Witnesses Examined
for the Workmen : | Witnesses Examined
for the Management : |
|---|--|
| WW-1—K. A. V. Ramanujacharyulu. | MW-1—Y. Krishna Murthy. |
| WW-2—M. L. N. Swamy. | |
- Documents marked for the Workmen :
- Ex. W-1—Failure of conciliation report dated 19-12-80.
 - Ex. W-2—Letter dated 20-3-81 addressed by Joint Manager (PO) Food Corporation of India, Visakhapatnam-1 to M. L. N. Swamy with regard to resolving of dispute settlement.
 - Ex. W-3—Letter dated 3-4-81 addressed by Joint Manager (PO) Food Corporation of India, Visakhapatnam-1 to M. L. N. Swamy with regard to Settlement of dispute.
 - Ex. W-4—Letter dated 8-5-81 addressed by Joint Manager (PO) Food Corporation of India, Visakhapatnam-1 to M. L. N. Swamy with regard to Settlement of dispute.
 - Ex. W-5—Letter dated 20-5-81 addressed by Joint Manager (PO) I/C Food Corporation of India, Visakhapatnam to M. L. N. Swamy with regard to Settlement of dispute and differential backwages.
 - Ex. W-6—Letter dated 20-6-81 addressed to Joint Manager (PO) Food Corporation of India, Visakhapatnam by K. A. V. Ramanujacharyulu with regard to refuse to receive compensation.
 - Ex. W-7—Letter No. L-42012(92)/80-D.II (B) dated 30-5-81 addressed to M. Raghavaswamy and 2 others by Desk Officer, Government of India, Ministry of Labour, New Delhi with regard to reinstatement in to service.
 - Ex. W-8—Letter dated 19-6-81 addressed to M. L. N. Swamy by the Joint Manager (PO) Food Corporation of India with regard to payment of compensation.
 - Ex. W-9—Letter dated 5-11-81 addressed to M. Raghava Swamy by D. V. Ramachandran, Regional Labour Commissioner (C), Hyderabad with regard to pursue the matter for reemployment with the Food Corporation of India.
 - Ex. W-10—Acceptance Letter from K. A. V. Ramanujacharyulu to the Joint Manager, Food Corporation of India (Port Operations) Visakhapatnam.
 - Ex. W-11—Letter dated 14-12-81 addressed to M. L. N. Swamy by the Joint Manager (PO) Food Corporation of India (Port Operations) Visakhapatnam with regard to payment of compensation.
 - Ex. W-12—Letter dated 14-8-81 addressed to M. Lakshminarayana Swamy by the Asst. Manager (C) for Joint Manager (PO) Food Corporation of India (Port Operations), Visakhapatnam-1 with regard to forwarding of DD.

Ex. W-13—Report on failure of conciliation dated 24-7-82.

Ex. W-14—Order No. L-42012(92)/80-D.II (B) dated 22-5-82 from Government of India, Ministry of Labour New Delhi to M. Raghavaswamy stating that the Government of India have decided not to refer the Dispute an Industrial Tribunal for adjudication because it has been reported that all the three ex-watchmen have accepted the retrenchment benefits and backwages etc. in full and final settlement of the dispute.

Ex. W-15—Letter dated 18-1-1984 from Sri Bhagwat Jha Azad, Minister of Food and Civil Supplies India to Sri George Fernandes, Member of Parliament with regard to reinstatement of M. Raghava Swamy and others when vacancies in South Zone, including J.M. (PO) Region, Vizag.

Ex. W-16—Letter dated 14-2-83 from Sri Rao Birendra Singh, Minister of Agriculture, Government of India, New Delhi-110001 to Sri George Fernandes, M.P. with regard to consideration of M. L. N. Swamy and 2 others for regular employment subject to availability of vacancies and fulfilment of other requirements.

Ex. W-17—Letter dated 19-2-1982 addressed to M. L. N. Swamy by R. N. Roy Private Secretary to George Fernandes M.P. with regard to reinstatement in to service and also received a reply from the Agriculture Minister.

Ex. W-18—Order No. L-42012(36)/82-D.II (B), dated 28-4-83 from the Desk Officer, Government of India, Ministry of Labour, New Delhi to M. L. N. Swamy with regard to reinstatement into service.

Ex. W-19—Letter dated 3-3-84 addressed to Sri Bhagwat Jha Azad, Minister of Food and Civil Supplies, New Delhi by Sri George Fernandes with regard to reinstatement of M. Raghava Swamy and 2 others.

Ex. W-20—Photostat copy of the comments of the Management of F.C.I. in the Industrial Dispute between F.C.I. and M. Raghavaswamy.

Ex. W-21—Representation dated 25-6-81 made by M. Raghavaswamy to the Joint Manager, F.C.I. Visakhapatnam-1.

Ex. W-22—Refused letter of M. Raghava Swamy by the Regional Manager, Food Corporation of India, (Port operations) Visakhapatnam.

Ex. W-23—Letter dated 8-5-81 addressed to M. Raghavaswamy by the Joint Manager (PO) Food Corporation of India (Port Operations) Visakhapatnam-1, with regard to Settlement of dispute.

Ex. W-24—Letter dated 14-12-81 addressed to M. Raghavaswamy by the Joint Manager (PO) Food Corporation of India, (Port Operations) Visakhapatnam-1 with regard to Settlement of dispute.

Documents marked for the Management :

Ex. M-1—True copy of the Telegram dated 23-2-78 issued by A.M. (General) India regarding direction of fertilizer ship to Indian faith to Machilipatnam.

Ex. M-2—Acknowledgement letter from M. Raghava Swamy dated 26-12-81 to the Joint Manager, P.O. Food Corporation of India, Visakhapatnam for Rs. 1964.00.

Ex. M-3—Acknowledgement letter dated 26-12-81 from M. L. N. Swamy to the Joint Manager, P.O. Food Corporation of India, Visakhapatnam for Rs. 2020.00.

Ex. M-4—Acknowledgement letter dated 9-1-82 from A. V. Ramanujacharyulu to the Joint Manager, P.O. Food Corporation of India, Visakhapatnam.

नई दिल्ली, 9 अप्रैल, 1987

का. पा. 1086 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत में खाद्य निगम होशियारपुर के प्रबंध से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30 मार्च 1987 को प्राप्त हुआ था।

New Delhi, the 9th April, 1987

S.O. 1086.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Food Corporation of India, Hosiarpur and their workmen, which was received by the Central Government on the 30th March, 1987.

BEFORE SHRI M. K. BANSAL, PRESIDING OFFICER, CENTRAL GOVT., INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 85/1985

PARTIES :

Employers in relation to the management of Food Corporation of India Hosiarpur.

AND

Their workmen : Shiv Ram.

APPEARANCES :

For the Employers—Shri N. K. Zakhmi.

For the workman—Shri Tajinder Singh.

INDUSTRY : FCI

STATE : Punjab.

AWARD

Dated the 25th March, 1987

Services of workman Shiv Ram casual worker were terminated by the Food Corporation of India Hoshiarpur. The workman raised a dispute No. L-42012(50)/84-D.V. dated 29th July 1985 and the matter was referred to this Tribunal under Section 10(1)(d) of the industrial Disputes Act which is as under :

"Whether the action of the management of Food Corporation of India in terminating the services of Shri Shiv Ram S/o Shri Badri, a casual worker is just and legal ? If not, to what relief is the workman entitled to and from what date ?"

2. The workman in his claim alleged that he was employed as casual labourer on 7-2-1981 and he worked up to 31-7-82: that his working days were 356 : That his services have been terminated without any notice, charge sheet, inquiry or compensation: that his termination is in violation of the provisions contained in Section 25-(N) & (G) of the Industrial Disputes Act. That he is entitled to be re-instated with back wages.

3. The management in their reply dated 18-9-1985 alleged that casual workers were taken from the open market to guard the open stock of the FCI and when stock were moved to the godown the casual worker were reduced. That the worker used to do the job of covering and uncovering the stock lying in the open. That worker has completed only 216 days during 12 preceding months. The reply was again amended by the Corporation wherein they further alleged that claim of the workman is belated being stale one: that workman was re-employed on daily wages as fresh as casual labour in May 1982: that in the end of July he left the job on his own.

4. In support of the case both the parties placed documents as well as evidence to support their allegations. I have heard the parties and gone through the file. In the present case it is admitted that workman was employed as casual labourer.

The only dispute is whether workman has worked for 240 days or not. There is statement of Malkiat Ram as MW1. He admitted in his cross-examination that during the period 7-2-1981 to July 1982 workman has worked for 156 days. It is also admitted by him that workman has not been paid any retrenchment compensation. This admission clearly shows that workman has worked for about 240 days and his services cannot be terminated without any compensation. Counsel for the Corporation Mr. Zakhmi contended before me that as workman worked from 7-2-1981 to 31-1-1982 and thereafter he was again re-employed from 1-5-1982 to 31-7-82 so it should be held that he has not completed 240 days in service. To this contention I do not agree. The only thing is to be seen by this Court as to whether workman has completed 240 days while working with the Corporation. The workman has worked for 356 days as admitted by MW-1 so he should be deemed to become regular employee. Termination of his services is void.

5. As a result of my discussion, reference is answered in favour of the workman. Orders of his termination is declared as void and the workman is entitled to re-instatement with full back wages.

Chandigarh.

Dt. 25-3-87.

M. K. BANSAL, Presiding Officer
[No. L-42012/50/84-D.V]

का. धा. 1087—औद्योगिक विवाद अधिनियम, 1947 (1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न-रेलवे रोजकोट के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निद्विष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, अहमदाबाद के पंचाट को प्रजागित करती है, जो केन्द्रीय सरकार को 27 मार्च, 1987 को प्राप्त हुआ था।

S.O. 1087.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Ahmedabad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Western Railway, Rajkot and their workmen, which was received by the Central Government on the 27th March, 1987.

BEFORE SHRI G. S. BAROI, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT
AHMEDABAD

Reference (ITC) No. 27 of 1984

Adjudication

BETWEEN

Western Railway, Rajkot—First Party

AND

Their workmen—Second Party.

In the matter of termination of services of Shri N. Prem Singh.

APPEARANCES :

Shri R. K. Kutty, Asstt. Divisional Personnel Manager—for the Railway Authority; and

Shri B. K. Sharma—for the Pashchim Railway Karamachari Parishad—for the workmen.

AWARD

This industrial dispute between Western Railway, Rajkot and their workmen has been referred for adjudication to me u/s. 10(1)(d) of the Industrial Disputes Act, 1947, by Government of India, Ministry of Labour & Rehabilitation, Department of Labour, vide its Order No. L-41001(55)/83-D.II(B) dt. 21-3-84 in respect of the following dispute :

“Whether the action of the Divisional Railway Manager and Loco Foreman Sabarmati, Ahmedabad (Rajkot

Division) Western Railway, in terminating the services of Shri N. Prem Singh, substitute with effect from 8-9-73 is justified? If not, to what relief is the concerned workman entitled?”

2. The short facts of the case, briefly stated, are as under: Shri Prem Singh N. was appointed as a substitute under the Loco Foreman, Sabarmati on 22-3-1968 and he was given temporary status after completing statutory period. His services were then terminated by the Railway Authorities vide their letter No. EL/ZP/353, dt. 3-9-1973 with effect from 8-9-1973. The reason shown was that as his services were no more required, he was terminated. He was paid an amount of Rs. 181 as one month's pay in lieu of notice and further amount of Rs. 452/50 towards retrenchment compensation. The necessary notice in Form P was also given which shows from its annexures the reason of termination, viz., his work and conduct being found unsatisfactory.

3. Pashchim Railway Karamachari Parishad (in short 'the union') has opposed the action of the Railway Authorities mainly on the grounds that the services of Shri Pritamsingh N., concerned workman, have been terminated under the guise of discharge simpliciter; but in fact is nothing but victimisation of the workman concerned for his union activities while is very clear from the two separate orders passed against the workman concerned; that the Railway Authorities have not complied with the provisions of retrenchment given in S. 25F, G&H; that the principle of first come last go has not been observed, that before appointing fresh substitutes the retrenched persons have not been given opportunity to served, etc.

4. The Railway Administration has vide its written statement Ex. 4 defended its action mainly on the ground that the workman concerned was retrenched and the action of retrenchment is as per rules as the concerned workman has been paid one month's notice pay in lieu of notice and he has also been paid retrenchment compensation as per rules, etc.

5. On behalf of the union, Shri Preamsing-Narsingh has been examined at Ex. 17. The Railway Authority has not led any oral evidence.

6. Shri B. K. Sharma for the Pashchim Railway Karamachari Parishad and Shri R. K. Kutty, Asst. Divisional Personnel Manager for the Railway Authority have been heard.

7. Shri B. K. Sharma for the union has very vehemently contended that the concerned workman was given temporary status on 4-11-68 which is equivalent to permanent post for the purposes of benefits like P.F., Medical, Leave, D.R., etc. The principle of first come last go laid down in S 25G of the I.D. Act, 1947 has been violated and the persons junior to the workman concerned are continued in the service. In re-employment the retrenched persons have not been given preference as per S. 25H. No seniority list has been published before on week of the retrenchment. He has pointed out that in two different orders of different dates, in the order dt. 11-9-1973 passed by the Asstt. Personnel Officer the services of the workman concerned were terminated for the reasons, viz., his work and conduct being found unsatisfactory while the order No. EL/ZP/353 dt. 3-9-1973 states that the services of the concerned workman were terminated as they were no more required. Thus two different reasons are given in two orders passed by the Railway Authorities which are self contradictory. He has also argued that this discharge simpliciter is a camouflage. Shri Preamsingh, the concerned workman was given charge sheet Ex. 22 on 29-1-73 for serious misconduct of misbehaviour with AUF SBI. That charge is not proved against the concerned workman and he has been driven out without any enquiry proceedings, under the guise of discharge simpliciter. He has also argued that Shri Preamsingh was a Treasurer of the union and this action of termination of his services has been taken to victimise him for his union activities.

8. Shri R. K. Kutty, Asst. Personnel Manager for the Railway Authorities has defended the action of termination of service of the concerned workman mainly on the ground that the action of termination has been taken after giving the workman concerned one month's notice pay in lieu of

notice and paying him retrenchment compensation as provided in S.25F. He has denied that the action of termination of the services has been taken as a step of victimisation because of the union activities of the concerned workman or because of union rivalry. He has pointed out that this concerned workman has not been continued in service because he could not pass in screening test before the Committee and not because there was no sufficient work and hence the question of giving him preference in fresh recruitment as required u/s. 25H or the Rules under the I.D. Act does not arise. He has stated that as the concerned workman's services have been terminated for his not having passed screening test, the provisions regarding retrenchment will not apply and there was no necessity to hold any enquiry.

9. From the documentary and oral evidence produced in the case as well as arguments advanced on behalf of both the parties, the material question which requires determination is whether the termination of services of Shri Premising N., the concerned workman was simple discharge or of punitive in nature. The Railway Authorities have contended that the services of the concerned workman were terminated as they were no more required. It is their say that they have already paid one month's pay in lieu of notice and also the retrenchment compensation as per the provisions of the Act. But this stand taken by the Railway Authorities does not appear to be sound. As per S.25G in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman. Here in this case persons junior to the workman concerned have been continued in service whereas the workman concerned has been retrenched. No seniority list as required under Rule 81 of the I.D. (Gujarat) Rules, 1960 has been prepared and published on the notice board. Moreover, in the notice of retrenchment given to the workman concerned on 11-9-1973 by the Asstt. Personnel Officer, one Annexure is annexed therewith wherein it is stated that the services of Shri Premising N. Substitute Loco Shed SBI stand terminated for the reasons of his work and conduct being found unsatisfactory. But this charge of unsatisfactory work and conduct has not been proved by leading any evidence and no enquiry has been held at all. The reason shown in this notice and the termination order dt. 3-9-73 are contradictory. The reason shown in termination order dt. 3-9-73 is that his services are no more required by the Administration hence they stand terminated w.e.f. 8-9-73. Thus the reason for terminating the services of the concerned workman is self-contradictory. Further, the Railway Administration, has also failed to give opportunity to retrenched persons before recruiting fresh as required by S.25H. Knowing this position the Railway Administration has now come out with a new case in its written statement Ex. 4 that the services of the workman concerned was not continued as he failed in screening test held by the Screening Committee and not because of his being in excess to the requirement of substitutes in the unit of SBI shed. Neither in the notice of retrenchment nor in the order of termination this reason has been mentioned. Moreover, Ex. 22, the charge sheet given to the workman concerned shows that he was given this charge sheet for seriously misbehaving with ALFSSBI Shri Sanjog K. on 17-8-72 but no enquiry whatsoever seems to have been held in that matter and the Railway Administration also seems to have found the way of terminating the services of the workman concerned by way of discharge simpler than proving that charge levelled against him and dismissing him from service. By now it is well established that the Tribunal has not only to see the words or form used in the order but it has to x-ray it and find out the real truth. From the evidence in this case it clearly appears that the discharge order passed against the workman is not simple discharge but it is a punitive discharge. No punitive action can be taken against any workman without following the principles of natural justice. The retrenchment order Ex. 14 terminating the services of the workman concerned, therefore, cannot stand. The Railway Administration has also not tried to prove its case before this Tribunal by leading oral or documentary evidence. I, therefore, pass the following order:—

ORDER

(a) The order No. EL/SP/353 dt. 3-9-1973 passed by the Divisional Mechanical Engineer, Western Railway, Raikot terminating the services of Shri Premising N., the workman concerned w.e.f. 8-9-1973 is set aside.

(b) The workman concerned Shri Premising N. is reinstated on his original post with continuity of service and also with full back wages from the date of termination of his service i.e. 8-9-1973 till he is reinstated.

(c) The arrears becoming due to the workman concerned be paid to him within three months from the date the award becoming enforceable.

(d) The Railway Administration to pay Rs. 250 (Rs. Two hundred Fifty only) as and by way of cost to Pashchim Railway Karmachari Parishad.

Ahmedabad :

Dt. 19-3-1987.

G. S. BAROT, Presiding Officer

[No. L-41011/55/83-D.II(B)]

नई दिल्ली, 10 अप्रैल, 1987

का. प्रा. 1088—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सलाह हाइड्रो-इलेक्ट्रिक प्रोजेक्ट ज्योतिपुरम, अदमपुर के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31 मार्च 1987 को प्राप्त हुआ था

New Delhi, the 10th April, 1987

S.O. 1088.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Chandigarh, as shown in the Annexure, in the industrial dispute between the management of Salal Hydro Electric Project, Jyotipuram, Udhampur and their workmen, which was received by the Central Government on the 31st March, 1987.

BEFORE SHRI M. K. BANSAL, PRESIDING OFFICER,
CENTRAL GOVT., INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH

Case No. I.D. 6/87

PARTIES :

Employers in relation to the management of Salal Hydro Project Jyotipuram, Reasi, District Udhampur, J&K.

AND.

Their workmen

APPEARANCES :

For the Employers—Shri K. B. Raina.

For the workmen—None.

INDUSTRY : Salal Hydro Electric Project STATE : J&K

AWARD

Dated 25th March, 1987

Dispute No. L-42011/19/85-D.II(B) dated 20th Jan. 1987 between the Union and the management of Salal Hydro Electric Project Jyotipuram Reasi District Udhampur about adhoc bonus for the year 1982-83 was referred to this Tribunal for decision under Section 10(1)(d) of the Industrial Disputes Act which is as under :

"Whether the management of Salal Hydro Electric Project is justified in refusing the payment of adhoc bonus for the year 1982-83 to their workmen in

terms of the Government of India, Ministry of Finance (D/O Expenditure) orders issued vide O.M. No. F-14(6)-E (Coord)/83 dated 10th November, 1983? If not, to what relief the workman are entitled to?"

2. Notice of the reference was issued to the General Secretary of the Union at their address. But none appeared on their behalf. The management appeared before me and placed an affidavit on the file wherein it is alleged that on 3-4-1986 a bilateral settlement has been arrived at between the Union and the management about payment of adhoc bonus : that the adhoc bonus for the years 1982-83, 1983-84, 1984-85 has already been paid and the matter has been withdrawn as settled by the Union. Relevant documents were also attached with the affidavit.

3. On going through the affidavit and documents I am satisfied that there is settlement between the Union and the management about the payment of adhoc bonus. So a No Dispute Award is rendered in the present case.

Chandigarh.

25-3-1987.

M. K. BANSAL, Presiding Officer
[No. L-41011/55/83-D.II(A)]
HARI SINGH, Desk Officer

नई दिल्ली, 16 अप्रैल, 1987

का० आ० 10:39-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, एक्जीक्यूटिव इंजीनियर (इलेक्ट्रिक) मैन्डोर पी० डब्ल्यू० डी०, नई दिल्ली के प्रबंध-तंत्र से संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अखिलरण, नई दिल्ली के पंचपट से प्रकाशित करती है, जो केन्द्रीय सरकार, को 2-1-87 का प्राप्त हुआ था।

New Delhi, the 16th April, 1987

S.O. 1689.—In pursuance section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the following award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Executive Engineer (Electrical) C.P.W.D. New Delhi and their workmen, which was received by the Central Government on the 2nd April, 1987.

BEFORE SHRI G. S. KALRA, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL, NEW
DELHI

I.D. No. 24/86

In the matter of dispute
BETWEEN

Shri Prem Parkash, Through CPWD Mazdoor Union,
E-26, Raja Bazar, (Old quarters), Baba Kharak
Singh Marg, New Delhi.

Versus

The Executive Engineer (Elect.), Electrical Division
No. 1, CPWD, I. P. Bhawan, New Delhi-110002.

APPEARANCES :

Shri H. S. Vats—for the workman.

Shri Mitter Sain, Executive Engineer (Elect.)—for
the Management.

AWARD

The Central Government in the Ministry of Labour vide its Notification No. L-42012(25)/84-D. II(B) dated 24th January, 1986 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the Management in terminating the services of Shri Prem Parkash with effect from 21-10-83 is legal and justified? If not to what relief the workman is entitled to?"

2. The case of the workman as set forth in the statement of claim is that he was engaged by the Management w.e.f. 17-6-82 and was paid from 18-6-82 and continued to work upto 20-10-83. His services were wrongfully and illegally terminated by verbal orders on 21-10-83. The workman had completed more than 240 days of continuous service but the Management did not give any notice or paid any notice-pay or retrenchment compensation and thus violated the provisions of section 25-F of the I.D. Act. The Management also employed persons after the retrenchment of the workman but did not make any offer to him and consequently there was violation of section 25-H of the I.D. Act. After the workman had raised a dispute before the Conciliation Officer he was again taken on strength of the Management from 16-11-83 but was removed from service from 16-12-83. He was again re-employed from 24-12-83 and his services were terminated on 11-2-84. However, no notice was served upon him nor any notice pay or retrenchment compensation paid. Hence the workman prayed for reinstatement with back wages and continuity of service.

3. The Management in its written statement controverted the claim and allegations of the workman and submitted that the workman was on its roll as Assistant Wireman from 18-6-82 to 12-2-84. The workman had received wages upto 12-2-84. He was served one month's notice of termination vide letter dated 11-1-1984. Compensation was sent to the workman vide letter dated 25-3-85 alongwith cheque for Rs. 420 but the same was received back undelivered. It was further stated that the workman did not possess the requisite qualification for the post for which he was kept on daily wages by the then Assistant Engineer and it came to the notice of the Executive Engineer during the inspection of the works and, therefore, the workman was served with notice as required under section 25-F of the I.D. Act. Till the date of submission of the written statement the workman had not intimated to the office that he had acquired the minimum requisite qualifications i.e., Wireman Grade II Licence. Hence the order of termination of the service of the workman was justified. As it was not possible to allow the workman on roll as he was not having requisite Wireman Grade II Licence without which he could not be allowed to handle electrical installations.

4. According to the Management there was no termination order dated 21-10-83 and the services of the workman were terminated only w.e.f. 12-2-84 after the expiry of one month's notice served upon him. The Management has placed on record a photostatic copy of the muster roll which shows the presence of the workman upto 11-2-83. The Management has also placed on record photo copy of the notice dated 11-1-84 whereby the workman was intimated that as he was not possessing Wireman Grade II licence which was minimum qualification for the post of Assistant Wireman, he was served with one month's notice of termination from the date of receipt. A copy of the receipt dated 12-1-84 from the workman of this notice is also placed on record. In fact the workman himself in his statement of claim stated that subsequently he was taken on strength of the Management from 16-11-83 but removed on 16-12-83 and again he was re-employed on 24-12-83 and his services were terminated on 11-2-84. The workman has not been able to produce the letter dated 28-10-83 alleged to have been written by the CPWD Mazdoor Union to the Management as mentioned in the statement of claim. Only a photo copy of the proceedings in conciliation before the Assistant Labour Commissioner (Central) Delhi Ex. W/11 has been produced and these proceedings are dated 3-9-84 and so to show that these proceedings took place only after the termination w.e.f. 12-2-84 as is the case of the Management.

Hence as the facts reveal there was no termination as such dated 21-10-83 which is included in the terms of the present reference. The termination dated 12-2-84 which could in facts have been challenged by the workman has not been included in the terms of reference and this Tribunal is precluded from looking into the legality and justification of the termination dated 12-2-84. The workman if so advised may seek a fresh reference in respect of the termination of service from 12-2-84 but no award can be given in respect of a non-existing termination order dated 21-10-83. This reference stands disposed of accordingly.

Further it is ordered that the requisite number of copies of this Award may be forwarded to the Central Govt. for necessary action at their end.

24th March, 1987.

G. S. KALRA, Presiding Officer

[No. L-42012/26-D. II(B)]

HARI SINGH, Desk Officer.

नई दिल्ली, 8 अप्रैल, 1987

का. या. 1090—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार धर्माबन्ध कालवरी मैसर्स भारत कोकिंग कोल लिमिटेड के प्रबन्धन के सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2 धनबाद के पंचाट को प्रकाशित करता है, जो केन्द्रीय सरकार की 31-3-87 को प्राप्त हुआ था।

New Delhi, the 8th April, 1987

S.O. 1090.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Dharmaband Colliery of M/s. Bharat Coking Coal Limited and their workmen, which was received by the Central Government on the 31st March, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 89 of 1982

In the matter of industrial dispute under Section 10(1)(d) of the I.D. Act, 1947

PARTIES :

Employers in relation to the management of Dharmaband Colliery of Messrs. Bharat Coking Coal Limited, Post Office Sonardih, District Dhanbad and their workmen.

APPEARANCES :

On behalf of the workmen—None.

On behalf of the employer—Shri K. N. Singh, Dy. P.M.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, the 23rd March, 1987

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(31)/82-D.III(A), dated the 20th May, 1982.

SCHEDULE

"Whether the demand of the workmen of Dharmaband Colliery of Messrs. Bharat Coking Coal Limited, Post Office Sonardih, District Dhanbad that the

workmen listed in the annexure below should be regularised in time rated jobs shown against them is justified? If so, to what relief are the workmen concerned entitled?"

ANNEXURE

1. Shri Powpujan Gupta, Line Mazdoor.
2. Shri Padarath Hazam, S. F. Mazdoor.
3. Shri Khageshwar Rawani, Timber Mazdoor.
4. Shri Nand Lal Rawani, S. F. Mazdoor.
5. Shri Sudish Kumar, General Mazdoor.
6. Shri Zamiruddin Ansari, Sailing Mazdoor.
8. Shri Narayan Rawani, Sailing Mazdoor.
8. Shri Ch. Narayan Rawani, Pump Helper.
9. Shri Gunon Rawani, Timber Mazdoor.
10. Shri Sat Narayan Rawani, Pit Munshi.

Soon after the receipt of the order of reference notices were duly served upon the parties. Both the parties filed their respective W.S. Thereafter several adjournments were granted to the parties. Ultimately when the case was fixed on 6th August, 1987 Shri K. N. Singh, Dy. Personnel Manager representing the employers appeared before me and filed a memorandum of settlement. I have gone through the terms of settlement which appears to me to be fair and proper. Accordingly I accept the same and pass an Award in terms of the memorandum of settlement which forms part of the Award as annexure.

I. N. SINHA, Presiding Officer

[No. L-20012/31/82-D. III(A)]

ANNEXURE

BEFORE THE PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD

Reference No. 59/82

Employers in relation to the management of Dharmaband Colliery ;

AND

Their Workmen

Petition of Compromise

The humble petition on behalf of the parties to the above reference most respectfully sheweth :—

1. That without prejudice to the respective contentions contained in their respective written statements, the parties have amicably settled the dispute on the following terms :—

TERMS OF SETTLEMENT

- (a) That the concerned workmen S/Shri (i) Deo Pujan Gupta, (ii) Padarath Hazam, (iii) Khageshwar (Rawani), (iv) Nandlal Rewani, (v) Satish Kumar, (vi) Jamruddin Ansari, (vii) Narayan Rewani, (viii) Ch. Narayan Rewani and (ix) Gunon Rewani have already been regularised on time-rated jobs by order No. DC/P/12/83/44 dated 25th November, 1983 which have been accepted without any protest. The above named workmen do not claim any further relief.
- (b) That the concerned workman Shri Sat Narayan Rawani (Sl. No. 10 of Annexure to the reference) will be regularised as Munshi in Clerical Grade-III with effect from 1-1-1987 and his scale of pay will be fixed accordingly.
- (c) That Shri Satya Narayan Rewani's seniority as Munshi in Grade-III will be considered from the date of reference i.e. 20th May, 1982. He will not claim any difference of wages from 20th May, 1982 till he is fixed in Clerical Grade-III effective from 1st January, 1987.

2. That in view of the aforesaid settlement there remains nothing to be adjudicated.

Under the facts and circumstances stated above the Hon-ble Tribunal will be graciously pleased to accept the terms of settlement as fair and proper and will be pleased to pass the Award in terms of the settlement

For the Workmen,

1. Sd/-

Joint General Secretary,

R.C.M.S.

2. Sd/-

For the Employers,

Sd/-

General Manager

I. N. SINHA, Presiding Officer

नई दिल्ली, 8 अप्रैल, 1987

का. आ. 1091—औद्योगिक विवाद प्रक्रियाम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, गोपालीचौक कारखाने, मैसर्स भारत कोकिंग कोल लिमिटेड के प्रबन्धन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण संख्या 1, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-87 को प्राप्त हुआ था।

New Delhi, the 8th April, 1987

S.O. 1091.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Gopalichouk Colliery of M/s. Bharat Coking Coal Ltd. and their workmen, which was received by the Central Government on the 31st of March, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

in the matter of reference under section 10(I)(d) of the Industrial Disputes Act, 1947

Reference No. 31 of 1982

PARTIES :

Employers in relation to the management of Gopalichouk Colliery of Messrs Bharat Coking Coal Limited, Bhagaband Area VII, P.O. Kusunda, District Dhanbad.

AND

Their Workmen

APPEARANCES :

For the Employers—Sri B. M. Lall, Dy. Chief Personnel Manager, M/s. Bharat Coking Coal Ltd.

For the Workmen—Sri Srikrishna Verma, Secretary, C.M.S.I. (CITU).

STATE : Bihar.

INDUSTRY : Coal

Dhanbad, the 20th March, 1987

AWARD

The present reference arises out of Order No. I-20012 (409)/81-D.III(A) dated, the 8th April, 1982, passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the said order and the said schedule runs as follows :—

SCHEDULE

"Whether the demand of the workmen of Gopalichouk Colliery of Messrs Bharat Coking Coal Limited, Bhagaband Area VII, Post Office Kusunda, District

Dhanbad that the workmen (mentioned in the Annexure) should be treated as employees of the Bharat Coking Coal Limited, and paid wages as per the National Coal Wage Agreement is justified? If so, to what relief are the said workmen entitled?

ANNEXURE

1. Shri Nashir Khan.
2. Shri Puri Ram.
3. Shri Rashid Mian.
4. Shri Sagir Mian.
5. Shri Basir Mian.
6. Shri Eshwan Mian.
7. Shri Mango Mian.
8. Shri Parosuram Yadav.
9. Shri Srinivas Yadav.
10. Shri Sikender Sao.
11. Shri Rajrangi Prajapati.
12. Shri Shyam Sundar Prajapati.
13. Shri Lakhna Prajapati.
14. Shri Sheolal Prajapati.
15. Shri Jaglal Prajapati.
16. Sri Subedar Prajapati.
17. Sri Sheo Narain Yadav.
18. Sri Ashoke Prasad.
19. Sri Raju Prasad.
20. Sri Basdeo Rana.
21. Sri Moti Sao.
22. Sri Markande Prajapati.
23. Sri Nankhak Choudhury.
24. Sri Prabhan Yadav.
25. Sri Bachhu Paswan.
26. Sri Bachan Ram.
27. Sri Harischandra Ram.
28. Sri Hiralal.
29. Sri Ram Chander Poddar.
30. Sri Ganesh Pandit.
31. Sri Bhupendra.
32. Sri Ram Raj.
33. Sri Mungeri Pandit.
34. Sri Mohan Ram.
35. Sri Boudha Bhuiya.
36. Sri Udai Yadav.
37. Sri Phulkeshar Yadav.
38. Sri Ram Sarup Yadav.
39. Sri Sanichar Paswan.
40. Sri Somri Kamin.
41. Sri Pani Kamin.
42. Sri Lalti Kamin.
43. Sri Binti Kamin.
44. Sri Pulo Kamin.
45. Sri Simti Kamin.
46. Sri Mustak Mian.
47. Sri Garib Dusadh.
48. Sri Siyaram Singh.
49. Sri Brahamdeo Singh.
50. Sri Ram Bilas Singh.
51. Sri Md. Mukhid.
52. Sri Jubed Mian.
53. Sri Sumil Singh.
54. Sri Jogender.
55. Sri Basistha Narain.
56. Sri Jayant Kumar.
57. Sri Mohan Yadav.
58. Sri Ram Awadh.
59. Sri Akil.
60. Sri Bhagwan Das.
61. Sri Bhagwan Prasad.

62. Sri Ram Prabesh.
63. Sri Rama Kanta.
64. Sri Munish Mian.
65. Sri Kamru Mian.
66. Sri Kaishar.
67. Sri Safique Mian.
68. Sri Amin Mian.
69. Sri Shankar Prasad."

2. This case relates to the dispute of 69 concerned workmen mentioned above, out of which the dispute of 20 concerned workmen has been settled out of Court. A memorandum of settlement has been filed in Court. I have gone through the terms of settlement and find them quite fair and reasonable. There is no reason why an award should not be made on the terms and conditions laid down in the memorandum of settlement. I accept it and make an award accordingly. The memorandum of settlement shall form part of the award.

3. Let a copy of this award be sent to the Ministry as required under Section 15 of the Industrial Disputes Act, 1947.

[No. L-20012(409)/81-D.III(A)]

S. K. MITRA, Presiding Officer

MEMORANDUM OF SETTLEMENT ARRIVED AT BETWEEN THE MANAGEMENT OF SCCL/BHAGABAND AREA AND THE WORKMEN REPRESENTED BY C.M.S.I. IN RESPECT OF REFERENCE CASE NO. 31/82- CONTRACTUAL WORKMEN OF GOPALICHUCK COLLY

Management representative :

1. Shri R. N. Lall, Dy. C.P.R.,
Bhagaband Area.

Union representative:

1. Shri Srikrishna Verma,
Secretary,
C.M.S.I. (CITU)

SHORT RECITAL OF THE CASE

Colliery Mazdoor Sabha of India raised an industrial dispute which culminated into Reference No. 31/82 with the following terms of reference i.e. demanding that 69 co-operative workmen working at Gopalichuck Colliery should be treated as employees of BCCL and paid wages as per National Coal Wage Agreement. This dispute was pending before the Tribunal No. 1 for oral evidence and argument. However, on the basis of D(P)'s circular No. 2649-949 dated 8th/9th May, 1986 and subsequent circular that all the pending cases before the Conciliation/Tribunal should be reviewed and settled wherever possible, the Hd. Qr. vide their letter No. BCCL : EDO : F&R : CNSI (CITU)/86/6008-10 dated 11th/18th December, 1986 issued by Shri N. L. Singh, PM (SDO) conveyed the approval of the Competent authority for taking into employment 23 persons Miner/Loader without backwages out of 69 as named in the schedule of Reference dated 8th April, 1982. After when the approval was received from the Hd. Qr. the General Manager, Bhagaband Area again desired that their attendances should be re-checked before issuing appointment. So during the course of checking it was found that the name of 5 (five) workmen i.e. their title etc. did not tally with the attendances as furnished by the colliery out of 20 in respect of whom the approval was given by the Hd. Qr. G.M. has cleared the cases of 15 workers whose details have been found correct and in respect of 5 workers, he has desired that a proper clarification is to be sought before issuing appointment letter. The details of the agreed decisions are as under :

Terms of Settlement

- (1) The following 15 co-operative workmen out of 69 co-operative workmen involved in the Reference will be offered employment as Miner/Loader without back wages subject to their medical fitness :

- (1) Nashir Khan
- (2) Puni Ram

- (3) Sugir Mia
- (4) Mango Mia
- (5) Sikender Sao
- (6) Bajrangi Prajapati
- (7) Shyam Sundor Prajapati
- (8) Lakhan Prajapati
- (9) Shoolal Prajapati
- (10) Jaglal Prajapati
- (11) Subedar Prajapati
- (12) Shoo Narain Yadav
- (13) Ashok Prasad
- (14) Boodeo Rana
- (15) Nanhak Choudhuri

It is further agreed that the following 5 (five) workers will be offered employment as Miner/Loader without back wages only after when they furnish adequate proof regarding their genuineness to be the real persons involved in the above noted Reference, which will be submitted by them within 45 days of the signing of the settlement.

- (1) Persuram Yadav
- (2) Srinivas Yadav
- (3) Bachan Ram
- (4) Harish Chand Ram
- (5) Mohon Ram

- (2) It is further agreed that the management will have the right to post in or transfer to any of the collieries of BCCL from time to time the Miner/Loader depending on the requirements of BCCL management for such workers.

- (3) It is agreed that all the workmen concerned will submit documents as under within 45 days from the date of the settlement failing which the matters will be treated as closed :

- (a) Affidavits in support of their claim ;
- (b) 7 (seven) copies of passport size photographs duly attested by Shri Srikrishna Verma, Secretary, CMSI (CITU).

- (4) It is agreed that this settlement is in full & final settlement of all the claims of the CMSI and the workmen concerned in the above reference pending before CGIT No. 1, Dhanbad and there is no subsisting dispute and the parties will file copies of this settlement before the said Tribunal for disposing of the aforesaid reference in terms of this settlement.

- (5) That the settlement shall be registered under rules 58(4) of the ID (Central) Rules, 1957.

Signature of Parties:

Sd/-

(BM Lall)

Dy. Chief Personnel Manager

For Management—BCCL

Sd/-

Witness:

Bharat Coking Coal Ltd.,

Bhagaband Area.

(Srikrishna Verma)

Secretary, CMSI

For Union—CMSI (CITU)

कां०शा० 1092.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार, मैसर्स भारत कोकिंग कोल लिमिटेड के क्षेत्र नं. 8 की भूराज्य कौनसरी के प्रबंधन के सम्बद्ध नियोजन और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, संख्या-2, धनबाद के पंचार को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-87 को प्राप्त हुआ था।

S.O. 1092.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Burragarh Colliery in Area No. VIII of M/s. Bharat Coking Coal Limited, and their workmen, which was received by the Central Government on the 31st March, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2), AT DHANBAD

Reference No. 104 of 1986

In the matter of industrial dispute under Section 10(1)(d) of the I.D. Act 1947.

PARTIES :

Employers in relation to the management of Burragarh Colliery in Area No. VIII of M/s. Bharat Coking Coal Ltd. and their workmen.

APPEARANCES :

On behalf of the workmen.—Shri S. P. Singh, General Secretary, Khan Mazdoor Congress.

On behalf of the employers —Shri B. Joshi, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dated, Dhanbad, the 25th March, 1987

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012 (245)/85-D, III(A), dated, the 13th February, 1986.

SCHEDULE

"Whether the demand of Khan Mazdoor Congress that Shri Kalim Mian, Mechanical Fitter of Burragarh Colliery of M/s. Bharat Coking Coal Limited should be given promotion by the management from Category-IV to Category-V with retrospective effect and on the basis of the principle of selection for the said promotion on seniority-cum-merit is justified? If so, to what relief is the concerned workman entitled and from what date?"

The case of the workmen is that the concerned workman Shri Kalim Mian was appointed as Mechanical Fitter Helper on 17-10-71 in Burragarh Colliery of M/s. B. C. C. Ltd., since 1973 the concerned workman was being taken the job of Mechanical Fitter. He was regularly working as a Mechanical Fitter and was also paid the difference of wages of Mechanical Fitter. The management regularised the concerned workman as Mechanical Fitter on 1-8-77 after a lapse of 4 years although there is a policy decision of M/s. B.C.C. Ltd., that a workman working on a higher category for more than 6 months will be regularised in the said job. In the year 1983 the management referred the case of the concerned workman for promotion to the Departmental Promotion Committee (D.P.C.). According to the policy decision of the management a workman should get a chance to appear before the D.P.C. after every 3 years. The concerned workman appeared before the D.P.C. and he was fully satisfied of his performance before the D.P.C. but the D.P.C. did not consider him fit for promotion. Being aggrieved with the decision of the D.P.C. the concerned workman being a member of Khan Mazdoor Congress represented his case before his union. The union took up the matter with the management through representation dated 10-3-84 but the management did not give any reply to it. Thereafter the union raised industrial dispute before the ALC(C) Dhanbad and it was numbered as ALC File No. 1/190/84 but due to the fault of the office the file was misplaced for a long time and the union had to drop the case raised the case again before the ALC(C). The union raised the industrial dispute before the ALC(C) which

was admitted as File No. 1/374/84-E-3. The management appeared before the ALC(C) and filed their written comment and also filed the proceeding of the D.P.C. The documents produced before the ALC(C) showed that seniority in service had not been considered although in considering promotion seniority-cum-merit was to be considered by the D.P.C. The D.P.C. records show that the concerned workman had secured the same marks plus seniority in service whereas the candidates obtaining equal marks with lesser length of service were promoted but the concerned workman was not promoted. It is submitted that discrimination has been done with the concerned workman without showing any reason. The concerned workman should be treated as a Fitter since 1974 as he was working as Fitter since then. The concerned workman is fully entitled to be promoted to Cat. V from 1983 as the decision of the D.P.C. was unjust and mala fide.

The case of the management is that the promotion of a workman is the management's function and no workman has a right to claim promotion. The promotions are effected according to the promotion policy formulated by the management in consultation with all major trade union operating in the Coal industry. The promotion are effected on the basis of the recommendation made by the D.P.C. The concerned workman was appointed as Mechanical Helper in 1971. He was regularised as Mechanical Fitter in Cat. IV with effect from 1-8-77 by letter dated 28-10-77 and as such his seniority in Cat. IV was counted from 1-8-77. A departmental promotion committee was constituted in 1983 for considering the case of promotions of the concerned workman along with others for promotion from Cat. IV to Cat. V. The D.P.C. did not recommend for the promotion of the concerned workman and therefore he was not promoted. The D.P.C. is a technical body which takes trade test and can judge suitability of a workman for his promotion to the post of Mechanical Fitter in Cat. V. A matriculate fitter with ITI certificate can easily understand the sketches and diagram of small machine parts, can write the statutory reports, calculate the measurement etc. A Fitter with experience only cannot write correct reports with sketches and diagrams and cannot be suitable for a highly skilled jobs required to be carried out by Cat. V and Cat. VI Fitters. The D.P.C. took into consideration the merits by the trade test, qualifications and experience while selecting the candidates for promotion from Cat. IV to Cat. V. Seniority alone cannot be the basis for promotion for technical personnel unless the qualifications and merits are the same. In respect of the candidates being considered for promotion. The D.P.C. did not recommend the case of the concerned workman for promotion after considering the various factors required for promotion. The D.P.C. acted bonafidely purely on technical consideration and was not influenced by any extraneous matters. The action of the management in rejecting the claim of the concerned workman for promotion is legal and bonafide and the concerned workman is not entitled to any relief.

The point to be considered in this case is whether the concerned workman should be given promotion from Cat. IV to Cat. V with retrospective effect on the basis of the principle of selection for promotion on seniority-cum-merit basis.

The workmen examined the concerned workman before, the Tribunal. The management did not examine any witness but filed documents which have been marked Ext. M-1 to M-3 on admission. The documents filed on behalf of the workmen have been marked as Ext. W1 to W-6.

It is the admitted case of the parties that the concerned workman was first appointed as Mechanical Fitter helper in 1971 and was regularised as Mechanical Fitter in Cat. IV, with effect from 1-8-77. It is also admitted that the concerned workman was being taken the job of Mechanical Fitter. According to the workmen the concerned workman was working regularly as Mechanical Fitter since 1973 and was being paid the difference of wages whereas according to the management the concerned workman was given the scope to learn the job of mechanical Fitter while working as a mechanical fitter and that he was given chance to work as Mechanical Fitter on some occasions whenever required due to absence of Fitters or for any other reasons

and was paid difference of wages. It is also admitted by the parties that the concerned workman had appeared before the D.P.C. in 1983 but the D.P.C. did not select him for promotion.

WW-1 Kalim Mian is the concerned workman. He has stated that he was appointed in Burragarh Colliery as Mechanical Fitter Helper on 17-10-71 and since 1974 he was working as Fitter and in August, 1977 he was designated as Mechanical Fitter. He has stated that he was getting the difference of wages of Fitter Helper and Fitter between the period from 1974 to 1977. He has stated that D.P.C. is held in the colliery every 3 years but his case was not sent to the D.P.C. in 1980 and that his case was sent to the D.P.C. for promotion in 1983. According to him the candidates are called in interview before the D.P.C. where oral questions are put to the candidates. He has stated that he had answered all the questions which were put to him by the members of the D.P.C. He has further stated that the Mechanical Fitters junior to him were promoted by the D.P.C. and as such his demand for promotion is justified. In cross-examination he has stated that in 1974 he received authorisation to work as Mechanical Fitter but he did not produce it in this case. The said authorisation would have shown the period for which the concerned workman had been authorised to work as Mechanical Fitter. An authorisation to work as a Mechanical Fitter may not necessarily establish that the person so authorised was actually working as a mechanical fitter regularly. The authorisation only meant that the persons who authorised could be employed as a Mechanical Fitter.

Although in the W.S. or in his evidence there is no mention of any name of the juniors who were promoted by the D.P.C. but in cross-examination WW-1 has stated that Bhola Mahato junior to him was promoted by the D.P.C. in 1983. He has admitted that the other mechanical fitters who were promoted in 1983 had all been designated along with him as fitter in 1977. He has also stated in his cross-examination that the persons who were promoted by the D.P.C. in 1983 had not been called for any interview by the D.P.C. in 1980 and it appears from his evidence that no D.P.C. was held in the colliery in 1980 for the promotion of Mechanical Fitters. It is clear therefore that the concerned workman was called interview by the D.P.C. in 1983 when all the cases of other mechanical fitters were considered for promotion. As there was no D.P.C. held in 1980 the case of the concerned workman could not be considered for promotion in 1980. Ext. M-1 is the promotion policy for electrical and mechanical non-executive cadre in BCCIL dated 20-2-78. It will appear that E&M personnel working in Cat. I, II, III, IV and V shall be eligible for promotion for the next higher category upto Cat. VI if he has put in 3 years service and this will be subject to passing of trade test and availability of vacancy. Thus it provides the minimum experience of 3 years for promotion from Cat. IV to Cat. V and it does not mean that a person shall be promoted on completing 3 years of experience in the lower grade. The minimum period of experience has been fixed by the Promotion policy and it does not mean that a workman will be promoted after 3 years of experience in the lower category. As no D.P.C. was held in 1980 the case of the concerned workman and others were not considered for promotion. This affected all the mechanical fitters having 3 years of experience and it cannot be said that the management had discriminated the case of the concerned workman on that account.

Admittedly the D.P.C. is a technical body which considers about the suitability of the workmen for promotion in accordance with the norms of promotion policy stated in Ext. M-1. The concerned workman has a grievance against the D.P.C. but no material has been shown to conclude that the D.P.C. was biased against the concerned workman. WW-1 has stated that oral questions are put in the interview to the candidates by the D.P.C. and that he had answered all the questions which were put to him by the members of the D.P.C. The question is whether the candidate himself will be judged to consider his suitability. In the cross-examination he has stated that the members of the D.P.C. can alone say as to which of the answers to the question

put by them was correct therefore the members of the D.P.C. alone were competent to say whether the answers given by the concerned workman were satisfactory or not and the satisfaction by the workman regarding his answers cannot be taken as the final authority. It was for the members of the D.P.C. to consider the correctness of the answers by the concerned workman and for that we have to turn to Ext. M-2. Ext. M-2 is the D.P.C. for E&M non-executive cadre and E&M personnel of Kustora Area in which Burragarh colliery falls. At the very outset the members of the D.P.C. have prescribed the marks for the trade test and interview and accordingly they have given marks to the candidates who had appeared for promotion. Ext. M-3 gives the seniority list and the total marks obtained by the candidates of Kustora Area. Page-3 of Ext. M-3 the seniority of Bhola Mahato is at Sl. No. 20 and that of the concerned workman Shri Kalim Mian is at Sl. No. 27. Bhola Mahato was in Grade-IV of Burragarh Colliery since September, 1978 and the concerned workman Kalim Mian was in Cat. IV since August, 1977. It will further appear that Bhola Mahato obtained 26 marks whereas the concerned workman Kalim Mian obtained only 25 marks in the D.P.C. Thus the marks obtained by the concerned workman at the D.P.C. was lower than the marks obtained by Bhola Mahato. Had the marks of Bhola Mahato and the concerned workman been equal then the seniority of the concerned workman in Cat. IV would have been considered for promotion and Bhola Mahato could not have been promoted but as the mark obtained by Bhola Mahato was higher than the concerned workman the seniority did not come into play in considering the promotion. I hold therefore that the D.P.C. had rightly promoted Bhola Mahato on his obtaining higher marks than the concerned workman Kalim Mian. Admittedly there is no case that any mechanical fitter having marks less than the concerned workman have been promoted and as such it cannot be said that the management of the D.P.C. had made any discrimination in not promoting the concerned workman to Cat. V.

Ext. W-1 is the letter dated 18-10-77 by which the concerned workman was placed in Cat. IV as Mechanical Fitter with effect from 1-8-77. This document is an admitted document. Ext. W-2 dated 10-3-81 is the letter written by the General Secretary of the union to the Supdt. of Mines Burragarh Colliery making demand for promotion of the concerned workman to Cat. V. Ext. W-3 is the industrial dispute raised by the Union Secretary before the ALC(C), Dhanbad. Ext. W-4 is the comment of the Supdt. of Mines, Burragarh Colliery in respect of the Industrial dispute before the ALC(C), Dhanbad. Ext. W-5 is the rejoinder on behalf of the workman before the ALC(C) and Ext. W-6 dated 16-4-85 is the additional comment submitted by the Agent of Burragarh Colliery before the ALC(C), Dhanbad with reference to the letter dated 19-10-85 of the union regarding the demand for promotion of the concerned workman from Cat. IV to Cat. V. All these documents filed on behalf of the union are of no effect for deciding the real point in controversy. I have already discussed the materials which shows that the case of the concerned workman was considered by the D.P.C. and as he was not found fit for promotion to Cat. V the management did not promote him to Cat. V.

In the result, the demand of Khan Mazdoor Congress that Shri Kalim Mian of Burragarh Colliery of Ms. B.C.C. Ltd. should be given promotion by the management from Cat. IV to Cat. V with retrospective effect on the basis of principles of selection for the said promotion on seniority-cum-merit is not justified and consequently the concerned workman is entitled to no relief.

This is my Award.

I. N. SINHA, Presiding Officer

[No. I-20012(245)]85-D, III(A)]

P. V. SREEDHARAN, Desk Officer

का. आ. 1093—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) के धारा 17 के अनुसरण में, केन्द्रीय सरकार, तेल और प्राकृतिक गैस आयोग, अहमदाबाद के प्रबंधन से सम्बद्ध विवादों और उसके कर्मचारियों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण अहमदाबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार की 27-3-87 को प्राप्त हुआ था।

S.O. 1093.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Ahmedabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Oil and Natural Gas Commission, Ahmedabad and their workmen, which was received by the Central Government on the 27th March, 1987.

BEFORE SHRI G. S. BAROT, PRESIDING OFFICER,
INDUSTRIAL TRIBUNAL (CENTRAL), AT
AHMEDABAD

Reference (ITC) No. 5 of 1982

Adjudication

BETWEEN

The management of the Oil and Natural Gas Commission, Ahmedabad.

AND

Their workmen.

In the matter of termination of service of Shri Harshendra Kumar N. Parmar.

APPEARANCES :

Shri B. B. Vakil for the Oil and Natural Gas Commission.

Shri T. R. Mishra —for the workman concerned.

AWARD

The Central Government, vide Ministry of Labour, Order No. L-30012(6)/81-D.III (B) dated 27-2-1982 constituted an Industrial Tribunal with myself as its Presiding Officer, and referred for my adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947, an industrial dispute between the Oil and Natural Gas Commission, Ahmedabad and their workmen. The dispute relates to the matter specified in the Schedule annexed to the said order of reference and reads as under :—

“Whether the action of the management of Oil and Natural Gas Commission, Ahmedabad, in terminating the services of Shri Harshendra Kumar N. Parmar, Contingent Khalasi w.e.f. 30th April, 1980 is justified. If not, to what relief the concerned workman entitled?”

2. The facts of the case may be stated in brief. Shri Harshendrakumar N. Parmar (to be referred hereafter as “the workman concerned”) was employed by the Oil and Natural Gas Commission (to be referred hereafter as “the employer”) as a Guard in the Security Section of the Ahmedabad project of the employer with effect from 1-9-1979. According to the employer, he was so employed for 90 days to meet the contingent requirement with an express condition that he would stand terminated/discharged without further notice but the period was extended by one month due to the exigencies of work; that he was discharged from service by the Security Section on 31-12-1979; that he was again employed similarly for 90 days as a Khalasi in the Production Section in the said Project and that period was also extended by one month and he was finally discharged on 30th April, 1980. The case of the workman concerned, however, is that he worked with the employer continuously during the period from 1-9-1979 to 30-4-1980. It is however admitted that he worked as a watchman (guard) for the first four months and subsequently as a majoor (khalasi) but it is denied that he

was ever discharged in between. Admittedly, no notice whatsoever was given prior to termination nor any payment in lieu of notice was made, nor any compensation paid.

3. Shri T. R. Mishra, the learned advocate appearing for the workman concerned, has contended that this is a clear case of violation of the provisions of Section 25-F of the Industrial Disputes Act, 1947 (“the Act”) to be brief) as neither any notice has been given nor any payment made in lieu of notice or by way of retrenchment compensation. According to Shri Mishra, therefore, the termination is illegal and void and as such the workman concerned is entitled to be reinstated with full back wages. Shri Mishra also contended that the termination is also bad under the standing orders applicable to the parties and due to that also the workman concerned deserves to be reinstated with full back wages.

4. It would be relevant at this stage to refer to the provisions of Sec. 25-F of the Act which are as under :—

“25-F. Conditions precedent to retrenchment of workman—No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice ;

Provided that no such notice shall be necessary if the retrenchment is under an agreement which specifies the date for the termination of service ;

(b) the workman concerned has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette.”

These are the provisions of Section 25-F as they stood at the relevant time. The Section lays down the conditions precedent to a valid retrenchment. The term “retrenchment” has been defined in Sec. 2(oo) of the Act and it covers termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action and except in certain cases which are specifically mentioned therein. Thus, it will have to be seen in this case whether it is a case of “retrenchment” and if so, whether the conditions precedent to a valid retrenchment have been fulfilled.

5. Shri B. B. Vakil, the learned advocate appearing for the employer has however counted that this is not a case of “retrenchment” because it is covered under one of the excepted categories of termination inasmuch as the workman concerned was engaged for a particular work and as soon as that work was over, he was terminated. I am unable to accept this argument of Shri Vakil. The witness for the employer has only stated (Ex. 16) that generally casual labour is employed for 90 days. However, in this case, the period was extended by one month (both as a chokidar and also as a khalasi). The workman concerned who was examined as Ex. 10 has flatly denied firstly that he was discharged at all when he worked as a chowkidar and secondly that he was employed on both the occasions for a particular work. But the employer has produced at Ex. 11 a xerox copy of the application made by the applicant in the prescribed form in which it is stated that it was an application for engagement of daily-rated casual labour upto 90 days. In this form, it is stated :

“Further I certify as under :

x x x x x x

(d) that I also agree that as per above terms, I will stand discharged without any further notice after completion of my 90 days engagement with ONGS”

Now Sec. 2(oo) of the Act as it stands at present includes the following clause (bb) as one of the excepted categories of termination which will not amount to "retrenchment" :—

"(bb) termination of the service of the workman as a result of the non-renewal of contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein ; or"

Now, in the present case if the version of the employer that he was discharged on expiry of 90 days plus one month (for which the period was extended) and the contract was not renewed further is believed, the case of the workman concerned would definitely be covered under the above clause (bb). However, it has to be remembered that the impugned action of termination was taken on 30-4-1980 whereas the above clause (bb) was inserted only with effect from 18-8-1984 by Act 49 of 1984. Therefore, at the relevant time the decision of the Hon'ble Supreme Court in the case of State Bank of India Vs. N. Sundermoney held the field. The Hon'ble Supreme Court has held in that decision as under :—

"Section 2(oo) is the master of the situation and the Court cannot truncate its amplitude. A break-down of S. 2(oo) unmistakably expands the semantics of retrenchment; "Termination... for any reason whatsoever" are the key words. Whatever the reason, every termination spells retrenchment. So, the sole question is, has the employee's service been terminated? Verbal apparel apart, the substance is decisive. A termination takes place where a term expires either by the active step of the master or the running out of the stipulated term. To protect the weak against the strong this policy of comprehensive definition has been effectuated. Termination embraces not merely the act of termination by the employer, but the fact of termination, however, produced...."

Thus, even if the service of the workman concerned was terminated on expiry of the extended term, it would certainly amount to "retrenchment" as the law stood at the relevant time.

6. When it is a case of retrenchment, the next point to be considered is whether the provisions of Sec. 25-F have been complied with. In this connection, it has been pointed out by Shri Vakil that the workman concerned was not in "continuous service for not less than one year" as contemplated in Sec. 25-F. Shri Vakil argued that as defined in Sec. 25-B, continuous service would be for a period of one year if the workman during the period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than 240 days. According to Shri Vakil, even if the spells of his work are taken together, the workman concerned has worked, in all, for 206 days only and as such he cannot be said to have worked under the employer for a period of one year as defined in Sec. 25-B. Now, looking to the evidence on record, it is clear that the workman concerned has worked as under :—

September, 1979	for 30 days
October, 1979	for 31 days
November, 1979	for 30 days
December, 1979	for 31 days
January, 1980	for 29 days
February, 1980	for 29 days
March, 1980	for 31 days
April, 1980	for 30 days
Total for 241 days.	

The difference in calculations made on behalf of the employer and the workman concerned appears to be due to Sundays and other paid holidays which are not included by the employer. However, as per the recent decision of the Hon'ble Supreme Court in the case of American Express International Banking Corporation, reported in (1985) 67 FJR at page 189, Sunday and other paid holidays are to be treated as days

on which the workman has "actually worked under the employer". When the number of days actually worked is construed accordingly, the workman concerned can be said to have worked for 241 days and not 206 days. He would, in turn, be considered to have worked for "not less one year" as contemplated in Sec. 25-F. Now Sec. 25-F requires that before retrenching a workman, he should have either been given one month's notice in writing indicating the reasons for retrenchment, or should have been paid in lieu of such notice wages for the period of notice. He should also have been paid, at the time of retrenchment, compensation equivalent to fifteen days' average pay. Admittedly, none of these pre-conditions have been fulfilled in the present case. The retrenchment of the workman concerned would, therefore, be illegal and void.

7. The parties are also governed by the certified standing orders. The following standing orders are material for the purpose of this case :—

"2. (i) Classification of workmen.—The Contingent employees of the Commission shall hereafter be classified as :—

(a) Temporary, and

(b) Casual.

(ii) A workman who has been on the rolls of the Commission and has put in not less than 180 days of attendance in any period of 12 consecutive months shall be a temporary workman, provided that a temporary workman who has put in not less than 240 days of attendance in any period of 12 consecutive months and who possesses the minimum qualifications prescribed by the Commission may be considered for conversion as regular employee."

× × × ×

"14. Termination of employment.—For terminating the appointment of a workman, notice in writing shall be given in accordance with the provisions of the Industrial Disputes Act, 1947 provided that where a temporary workman is not entitled to one month's notice under the Industrial Disputes Act, he shall be given atleast 7 days' notice for termination of employment. Alternatively, wages shall be paid in lieu of notice."

Reading both the above standing orders together, it is clear firstly that a workman who has been on the rolls of the Commission and has put in not less than 180 days of attendance in any period of 12 consecutive months shall be a "temporary workman". It is pertinent to note here that the words used are "on the rolls of the Commission", and there is no dispute that the workman concerned was on the rolls of the Commission during the periods of his work both in the capacity of a guard (chowkidar) and a khalasi (majoor). Secondly, even if such a temporary workman is not entitled to one month's notice under the Act, he shall, according to the Standing Orders, be given atleast 7 days' notice for termination of employment, and alternatively wages shall be paid in lieu of notice. Therefore, even if the workman concerned is considered to have worked for less than 240 days, he would be entitled to atleast 7 days' notice under the Standing Orders. Admittedly, even 7 days' notice has not been given nor wages in lieu therefore have been paid in the present case. It is now well settled that certified standing orders have the force of law. Thus, the termination of the workman concerned would be illegal and unjust on that count also, it being not in accordance with the Standing Orders.

8. As held above, the termination of the service of the workman concerned is illegal and unjust. Therefore, it would be inoperative. The normal relief which should follow to such cases is reinstatement with full back wages. The evidence shows that the workman concerned has not been able to secure another employment though he has been trying for the same. Apart from that, there is no other special circumstances also to warrant a relief lesser than reinstatement with full back wages.

9. In the result, it is directed that the workman concerned shall be reinstated, within 15 days from the date this award becomes enforceable, on the post held by him on the date of

termination of his service. The employer shall also pay the workman concerned full back wages that is the wages which he would have earned had he not been terminated, from the date of termination of his service till the date of his reinstatement. The employer shall further pay the workman concerned a sum of Rs. 200 (Two hundred) by way of costs.

Ahmedabad,

Dated: 20-3-1987.

C. S. BAROT, Presiding Officer

[No. L-30012/6/81-D.III (B)]

नई दिल्ली, 9 अप्रैल 1987

को. मा. 1094—औद्योगिक विवाद अधिनियम, 1947 (1947 का 17) के धारा 17 के अनुसरण में, केन्द्रीय सरकार, एन सी. के. लि., बेलरम पल्ली, जिला अदिलबाद (ए. पी.) के प्रबंधन में सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध से निविष्ट औद्योगिक विवाद में औद्योगिक अतिक्रमण, हैदराबाद के पंचाई को प्रकाशित करता है, जो केन्द्रीय सरकार को 25-3-87 को प्राप्त हुआ था।

New Delhi, the 9th April, 1987

S.O. 1094.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad, is shown in the Annexure in the industrial dispute between the employers in relation to the management of Singareni Collieries Co., Ltd., Bellampalli, District Adilabad (A.P.) and their workmen, which was received by the Central Government on the 25th March, 1987.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

Industrial Dispute No. 34 of 1986

BETWEEN

The Workmen of Singareni Collieries Company Limited, Bellampalli, Adilabad District (A.P.),

AND

The Management of Singareni Collieries Company Limited, Bellampalli, Adilabad District. A.P.

APPEARANCES :

Sri V. S. V. S. R. K. S. Prasad, Secretary, Singareni Collieries Clerical Association and G. Bikshapath G. Vidyasagar and V. Vishvanatham, Advocate—for the workmen.

None—for the Management.

AWARD

The Government of India, Ministry of Labour by its Order No. L-21012/10.85 D.III(B) dt. 23-7-1986 referred the following dispute under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 between the employers in relation to the Management of Singareni Collieries Company Limited, Bellampalli District Adilabad (AP) and their workmen to this Tribunal for adjudication :

"Whether the action of the management of Singareni Collieries Company Limited, in relation to their SMG-3 Incline, in terminating the services of Sri Ch. Ranga Sai, Clerk-I, w.e.f. 16-11-1984 is justified? If not, to what relief the workman is entitled?"

This reference was registered as Industrial Dispute No. 34 of 1986 and notices were issued to the parties.

2. This is the claims statement filed by one Ch. Ranga Sai, Clerk Grade I requesting to declare the order of dismissal passed by the Respondent-Management dated 15-11-1984 as illegal and unjustified and to pass award directing the Management to reinstate him into service with full back wages and all other attendant benefits.

3. It is mentioned that the petitioner is a Trade Union having been registered under the Trade Union Act. All the staff borne on the clerical cadre of the company at various places are its members. Sri Ch. Rangasai, hereinafter called as concerned workman was a member of this Union. His case was espoused by the Union. He was appointed as General Majdoor on 29-4-1963. He passed H.S.C. He was promoted as Grade-II Clerk w.e.f. 31-3-1965. He was further promoted as Grade-I Clerk in 1978. This workman had been performing the duties to the entire satisfaction of his superiors. He was attached to Somagundam 3 Incline while he was Grade-I Clerk for discharging the duties of Pit Stores Clerk. As Pit Stores Clerk he had to maintain Stores records of about 300 to 350 items of stores. He had been maintaining the registers/records of these various items without any irregularities. He was being given the assistance of one General Majdoor. As Pit Stores Clerk the workman had to receive the required stores of officers of SMG-III Incline for various items required for mining operations. After consolidating the requirements he prepares indent on Main stores and obtains the signatures of the Colliery Manager. He had to go to Main Stores and get the material through challans only signed by him. The challans with the materials are recorded at the security gate of main stores and only thereafter the material is allowed to go out of the stores. The Registers are maintained by the workman upto date.

4. In 1980 the Company introduced scheme of issuing egg and parota/jaggery and parota to the workmen. They have been issued to first underground workmen everyday. After the Scheme was introduced in various inclines separate clerks are posted to look after the issues of raw materials such as maida, jaggery, Dalda etc. but in respect of Somagundam 3 Incline no such arrangements are made. On several occasions the workman objected for entrustment of such additional work. Apart from that these items do not belong to the pit stores items. However the workman was directed to discharge this additional duty and issue the items as per the directions of Mines Manager. So the workman has to issue the specified quantity of items of wheat flour/jaggery dalda/eggs, polythene bags and chilly powder to the contractor who in turn prepares the items and supplies to the Mines workmen. This was purely an adhoc arrangement under the direct control and supervision of Mines Manager and Pit Office Assistant. Even though the workman was already burdened with existing stores responsibility, this additional work became more onerous and they are being received/released on all the days. The registers are maintained and they are signed by the Mines Manager and P.O.A. The workman was working as Stores Clerk from September 1974 and he has been delegated this additional duty also. Thus items are issued by the Main stores or they are collected from Super Bazar or authorised dealers. The eggs are however supplied by the Poultry Corporation directly to the Mine.

5. The workman worked upto 28-10-1981 as Stores Clerk. He was sanctioned 14 days leave upto 13-11-1981. There was no practice of handing over and taking over in the Mines. As a matter of routine these duties are allotted. Even when the workman came to this Stores there was no handing over and taking over of the material in the Stores. Thus he handed over the keys of the Stores to the Pit Office Assistant before proceeding on leave. During this period Sri S. Ramulu was asked to look after the duties of this workman. In this regard it is submitted that there would be two sets of keys of stores one would be with the workman and the second key with Pit Office Assistant who uses them whenever the material is required in the absence of the workman. The entries would be made by the workman if they report to him, otherwise it goes unnoticed. Thus the stores was being operated by the officers whenever the occasion arises.

6. When the workman reported for duty on 14-11-1981 he was not allowed in stores and he was directed to see the Welfare Officer, and he worked there upto 16-11-1981 and he went on sick leave upto 30-11-1981. On 1-12-1981 he reported for duty. He was asked to give charge to Sri S. Ramulu. The items in the stores relates to 350 varieties. The workmen started giving the charge, though it was never

his practice. While in the process of handing over on 15-12-1981 he was asked to proceed to Hyderabad on official duty. When he returned on 25-12-1981 he was not allowed to give further obviously there were no discrepancies and he was directed to work in the office of Welfare Officer. While so on 12-11-1982 the workman was issued with a charge sheet alleging that the internal auditors have verified the records regarding issues of egg and parota to the Contractor and found the shortages valuing to Rs. 29,436.69 during the period from 16-5-1980 to 31-10-1981. It was made as a misconduct under Section 16(6) and 16(2) of the certified Standing Orders of the Company, though he was sent out of the stores and he was not allowed to give full charge or stores to Sri S. Ramulu. He was prevented from giving effective explanation and the enquiry was conducted and though the workman himself examined as a witness, the enquiry officer found the workman guilty of negligence resulting in shortage of egg and parota material worth Rs. 20,98.07 and he was dismissed from work by an order dt. 15-11-1984 and the Petitioner Union took up the matter with conciliation authorities and on a failure report sent by the Conciliation Officer and ultimately referred for adjudication.

7. The matter was registered on 19-8-1986 and posted to 17-9-1986 for filing claims statement and appearance of the Management. The workman represented by Sri V. S. V. S. R. K. S. Prasad, Secretary, Singareni Collieries Clerical Association filed the Memo of authorisation for the workman and also claims statement on 17-9-1986 and the management and its representatives were called absent. For the sake of Management it is adjourned to 1-10-1986 and 27-10-1986 and finally on 17-11-1986. The workman filed a Memo stating that he is ready for evidence always and the authorised representative for the workman is also present and management did not file any counter even after several adjournments. When the workman insisted with their representative that no further adjournment should be granted. The matter was adjourned on payment of cost of Rs. 70.00 as costs on the said Memo and granted time to file counter till 15-12-1986. It is intimated that no further adjournment will be given to the Management. On 15-12-1986 representative for the workman filed memo M.P. No. 471/86 requesting that Management may be treated as *ex parte* under Rule 10-B of the Industrial Disputes Central Rules 1957. Even then the matter is adjourned to 22-12-1986. The Management filed M.P. No. 475/86 through post stating that they are moving an application for transfer of all their cases from this Tribunal and the workers representative objected for the same. Then an order is passed by this Tribunal on both M.Ps 471/86 filed by workman and M.P. No. 475/86 filed by the Management on 22-12-1986. After giving elaborate reasons that the persons who signed the said Memo for the Management by name Shyam Babu is only an witness and he is not even authorised representative for the Management, by any stretch of imagination and also extracting the relevant circumstances it was held that the averments made by the said Shyam Babu amount to irresponsible statements and *prima facie* contempt of this Tribunal and the Personnel Officers who are witnesses have no right to file as representative of Managing Director of the Singareni Collieries Company Limited or as authorised representative of the Singareni Collieries Company to mention that they were taking steps to get the cases transferred for want of confidence. Moreover in I.D. No. 41/85 which is mentioned in this M.P. No 475/86 an elaborate order was passed by this Tribunal in M.P. No. 278/86 dated 4-9-1986. The said order was already served to the Managing Director and the proceedings were also submitted to the High Court. Further the High Court in W.P.M.P. No. 15951/86 and in W.P. No. 12225/86 held as follows: "I find that the Management is adopting a non-cooperative attitude in the trial of this case by the Tribunal. I order that it should desist from doing so." It is mentioned in my order that all or any of the matters pending before me in which Miss G. Sudha is representing Sri K. Srinivasa Murthy as Management counsel or where both of them appear together for Management cannot be stayed on such frivolous petitions. The petition is therefore rejected." Even after the said order by which time three months were lapsed and no transfer order or stay orders were obtained in this matter. It is pertinent to note that even till this date i.e. 21-2-1987 there were no stay orders or transfer order received from the competent

authority in these matters. It is surprising that the Management is evidently not evincing keen interest to direct their authorised representative or their standing counsel if any to act properly and effectively by filing a counter to contest the matter for the best reasons known to themselves. The Memo is sent by post and there is no verified petition by a competent authority namely the Managing Director or General Manager or the standing counsel who is representing them, in this matter. It is further observed in the said petition that they are doing all these tactics as a kind of verification of the Tribunal with ulterior motive and to protract and obtain a kind of sympathy from other quarters though the standing counsel for the Management or their authorised representative are not coming forward to file even a counter in a case referred for adjudication.

8. Moreover it is pointed out that the matter have to be disposed off within a period of three months after it is referred as indicated in the reference itself. Even though the matter was registered on 19-8-1986 the Management did not come forward with any counter for more than six months till this date except for filing a Memo through a person who had no *locus standi* in M.P. No. 475/86 which was rightly rejected while accepting the Memo by an authorised representative of the workman in M.P. No. 471/86 who was coming every time seeking to *ex parte* the management as proper and correct. A common order passed in M.P. No. 471/86 and M.P. No. 475/86 dated 22-12-1986 may be read as part of this record.

9. In the given circumstances W.W.1 was examined and marked Exs. W1 to W7 on 22-12-1986 and the workman evidence was closed, the matter was posted to 30-12-1986 for arguments. Sri G. Bikshapathy and G. Vidyasagar filed vakalat for the workman on 30-12-1986 and the matter is posted for argument to 3-1-1987. It is adjourned to 3-1-1987 though the workers counsel was ready the matter was adjourned to 28-1-1987 to give a chance to the Management.

10. In fact on 28-1-1987 Sri G. Vidyasagar counsel for the workman present and completed the arguments. He also filed a Memo M.P. No. 32/87 stating that they sent the copy of the memo in M.P. 471/86 by registered post and filed an endorsement from the postal authorities showing the acknowledgement that the same was delivered on 17-11-1986 and the copy of the addressee receipt received from the postal authorities is also filed. The Memo dt. 12-11-1986 is marked as Ex. W8 and the postal letter is marked as Ex. W9 and the attested copy of the addressee receipt is marked as Ex. W10. So it is reserved for award in the given a month the matter was kept pending even after hearing circumstances. So 21-1-1987 till this date nearly for about the arguments of the workmen, still the Management did not evince any interest.

11. The evidence of WW1 would show that he passed H.S.C. and promoted as Grade II Clerk w.e.f. 31-3-1965 and he was further promoted as Grade I Clerk on 1-1-1978. It is his assertion that he was discharging his duties to the entire satisfaction of the superiors and maintain a clear record and he was attached to Somagundam 3 Incline while discharging his duties as Pit Stores Clerk in the cadre of Grade I Clerk. According to him he is maintaining the stores record of 300 to 350 items of stores and registers and records connected with them and he was given assistance of a general mazdoor. According to him the indent statement is not the criteria to indicate that the material were supplied to the Pit Stores Clerk. When the materials are sanctioned by reducing the quantities a challan will be prepared and as per the challan the materials will be issued and drawn. It is also his case that the materials will be checked while they are being brought to the main gate and they will be verified by the challan by the security authorities and the security authorities will be stamped and initials on the challan to say that the materials were released after check-line. In 1977-78 the Management stated the scheme of supply of egg and parotalaguere and parota to the workmen and they have to be supplied to the first shift underground workmen every day. After the Scheme

is introduced though in all other Mines where separate clerks were appointed in this Somagudam 3 Incline there was no maintenance clerk given but he was forced to accept to do the work as additional work. According to him the materials connected with the egg and parota scheme will be brought from the Stores or from Super Bazar or authorised dealers in the open market and they are brought into Incline which will be checked by the Watchmen and they will be kept in the same area of the Pit Stores. It is his case that the Pit Office Assistant will be informed one day in advance for next day supply of egg and parota and they will be issued to the contractor required by Pit Office Assistant. The contractor prepares nutrient packets of egg and parota and keep them in sealed packets and supply to the workers of first shift on the next day. It is his case that he worked as clerk of Pit Stores till 28-10-1981. Afterwards he was sanctioned leave for 14 days and one S. Ramulu was kept incharge and there is nothing like taking over and handing over charge. According to him the Pit Stores Clerk will have two keys when he leaves the stores after duty hours, he takes one key to his house and the other key will be kept in the Mines Office and it will be used for taking materials in other shifts whenever required. But on 14-11-1981 when he came he was not allowed to join the stores and he was working in Welfare Officers office till 16-11-1981 and he went on sick leave from 30-11-1981, on 1-12-1981 when he reported duty he was asked to handover the charge to S. Ramulu and he started giving charge of the stores items including egg and parota items on 15-12-1981. While handing over the charge in progress, he was asked to go to Hyderabad in connection with Coal Mines Provident Fund work and when he came back to Hyderabad on 25-12-1981 he was not allowed to give further charge and he was not able to verify the shortage of supply of stores items or egg and parota or jaggery and parota etc. On 10/11-12-1982 he is given a charge sheet as per Ex. W1 and he gave explanation as per Ex. W2 and W3 dt. 10-1-1983 and 12-4-1984 and thereafter enquiry was conducted none of the Auditors who have alleged to have inspected the records examined in the enquiry. It is his case that Audit was not done in his present and Auditors report was not supplied to him and he could not understand how the shortages were shown as Rs. 29,000.00 and odd in the charge sheet or Rs. 20,000.00 or odd finally during the enquiry. According to him, he was dismissed from service from 15-11-1984 as per Ex. W4. The representations made by him in this connection is marked as Ex. W5 in two sheets. The conciliation proceedings are marked as Ex. W6 the Conciliation failure report is marked as Ex. W7. According to him, he was no way responsible for the shortage and he was not present when the actual verifications was done by the Auditors. He also asserted that the Management did not produce any evidence to support the shortages by producing the necessary challans. According to him one Sri Prasad who examined himself as witness for the Management examined other witnesses for the Management, the General Mazdoor who was given as assistance to him as Pit Stores Clerk was not examined and he was not employed anywhere after the dismissal order and therefore he wanted reinstatement with back wages by setting aside the dismissal order and all other attendant benefits.

12. The documents would show that there was no Auditor examined in the enquiry and the audit was not done in his presence. Actually when he was handing over the charge from 1-12-1981 to 15-12-1981 he was asked to go to Hyderabad on some official duty and when he reported on 25-12-1981 they started an enquiry with charge sheet with dated 10/11-12-1982 and even after two explanation under Exs. W2 and W3 an enquiry was conducted and he was dismissed from service under Ex. W4. When other places where similarly egg and parota and jaggery and parotas were served a separate clerk is kept incharge in this Incline he was asked to be an additional charge and when he went on leave for 14 days from 28-10-1981 to 13-11-1981 there was no handing over and taking over charge and one S. Ramulu was kept in charge and it is surprising that the representation made by him were not taken into consideration and so-called audit is done behind his back and the records were verified behind his back and during list of handing over charge he was sent out side work and he was

served with a charge sheet stating that there were shortages to the tune of Rs. 29,000.00 and odd material and finally the Enquiry Officer held that there was shortage of to the extent of Rs. 29,000.00 and odd material. His assertion is that he was not responsible for the shortages and that he was not present when the actual verification was done by the Auditor and the Management produce any evidence to support the shortages by producing the necessary challans will go away to show that he was made scape goat for the said shortages for no fault of his without any opportunity being given to him and thus on a careful consideration when the Management was not disproved the said averments of W.W1 on oath and the documents filed by him and when the Management had received a Memo M.P. No. 471/86 it could be seen under Exs. W8, W9 and W10 and kept quiet without filing a counter and when the evidence of W.W1 would go to show that all those verifications was done in his absence and that the Management did not produce evidence of shortage by producing necessary challans I have no hesitation to hold that the dismissal of Ch. Ranga Sai from service is not justified.

13. Hence the action of the Management of Singareni Collieries Company Limited, in relation to their SMG-3 Incline, in terminating the services of Shri Ch. Ranga Sai, Clerk w.e.f. 16-11-1984 is not justified and the Management is directed to reinstate him with full back wages and all other attendant benefits.

Award is passed accordingly:

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 21st day of February, 1987.

Sd/- Illegible
Industrial Tribunal

Appendix of Evidence

Witnesses Examined

for the Workmen:

W.W1 Ch. Ranga Sai

Witnesses Examined
for the Management:

NIL

Documents marked for the Workmen:

- Ex. W1 Photostat copy of the Charge Sheet dated 10/11-12-82 issued to Ch. Ranga Sai, Grade I Clerk by the Colliery Manager, Somagudem No. 3, Incline, S.C. Co. Ltd.
- Ex. W2 Photostat copy of the explanation dt. 10-1-83 submitted by Ch. Ranga Sai, Grade I Clerk to the Colliery Manager, Smg. 3 Incline.
- Ex. W3 Photostat copy of the further explanation dt. 12-4-1984 submitted by Ch. Rangasai, Grade I Clerk to the Colliery Manager, Somagudem No. 3 Incline.
- Ex. W4 Photostat copy of the dismissal order dt. 15-11-84 issued to Ch. Ranga Sai, Clerk Grade I by the General Manager, Bellampalli, S.C. Co. Ltd.
- Ex. W5 Mercy Petition dt. 23-4-85 submitted by Ch. Ranga Sai, Ex. Clerk to the Chairman and Managing Director, S.C. Co. Ltd., Kothagudem.
- Ex. W6 Detailed views dt. 17-12-84 on the illegal dismissal of Ch. Ranga Sai, Clerk Grade I.
- Ex. W7 Failure of Conciliation Report dt. 2-4-85.
- Ex. W8 Photostat copy of the Petition dt. 17-11-86 filed by the workman.
- Ex. W9 Postal endorsement by the Superintendent of Post Offices Adilabad-504001 to V.S.V.S R.K.S. Prasad, Secretary, Singareni Collieries Clerical Association.

Ex. W10 Attested copy of addressee's receipt issued by the post master concerned Adilabad-504001 to V.S.V.S. R.K.S. Prasad, Secretary, Singam Collieries Clerical Association.

Documents marked for the Management:

NIL

Dated : 6-3-87.

J. VENUGOPALA RAO, Presiding Officer

[No. L-21012/10/85-D.III(B)]

V. K. SHARMA, Desk Officer

का. आ. 1095—मैगर्स पी. एच. डी. चैम्बर ऑफ कॉमर्स एण्ड इन्डस्ट्री, 9-ए, कनाउट प्लेस नई दिल्ली—(डी एल. /3671) (जिसे हममें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकरण उपबन्ध अधिनियम 1952 (1952 का 19) (जिसे हममें हमने पञ्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2 क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिषेक या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहकारी बीमा स्कीम, 1976 (जिसे हममें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुजेय हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए और भारत सरकार के श्रम मंत्रालय की अधिमूर्च्छना संख्या का. आ. 1119 तारीख 14-3-1984 के अनुसरण में और हमने उगाहद अनुमोची में निनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 31-3-1987 से तीन वर्षों की अवधि के लिए जिसमें 30-3-1990 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुमूर्च्छा

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त देहली को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार समय समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रश्नों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (उक के खण्ड (क) के अधीन समय समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तर्गण, निरीक्षण प्रश्नों का सन्दाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजन द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, सब उस संशोधन की प्रति तथा कर्मचारियों को धारण करने की भाषा में, उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक

सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम नुस्खे दर्ज करेगा और उसी बात पर आवश्यक परिमित भारतीय जीवन बीमा निगम को सूचित करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपबन्ध फायदे बढ़ाये जाते हैं, तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपबन्ध फायदों में समुचित रूप के वृद्धि को जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपबन्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुजेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सदस्य स्वीकृत उक्त स्कीम से कम है या कर्मचारी की उम्र वगैरह में मृत्यु होनी जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों स्कीमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपायों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त देहली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारोख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी की व्यवस्था हो जाने दिया जाता है तो यह छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को जा यदि यह, छूट त दो गई होती तो उक्त स्कीम के अन्तर्गत होने, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमैच्छक राशि को हकदार नामनिर्देशित/विधिक धारियों को उस राशि का सन्दाय तत्पश्चात् और उक्त दशा में हर प्रकार से पूर्ण दावे का प्राप्ति के एक मास के भीतर मुनिश्चित करेगा।

[संख्या एम-35014/2/84 पी.एच.डी/एस एस-2]

S.O. 1095.—Whereas Messrs P.H.D. Chamber of Commerce and Industry, 9-A, Connaught Place, New Delhi, (DL/3671) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in Continuation of the notification of the Government of India in the Ministry of Labour, S.O. 1119 dated the 14-3-1984 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 31-3-1987 upto and inclusive of the 30-3-1990.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

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12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the Legal heirs of the deceased members entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/2/84-FPG-SS.II]

का. आ 1096—मैसर्स एम्कोर्टेस लिमिटेड, 11-मिथिया हाउस, फनाट मार्ग, नई दिल्ली-110001 (डो. एल./776) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों की उन फायदों से अधिक अनुकूल है जो उन्हें कर्मचारी विशेष सहायक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन अनुभूत है

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. घा. 3332 तारीख 27-8-82 के अनुसरण में और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 18-9-1985 से तीन वर्ष की अवधि के लिए जिसमें 19-9-1988 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त देहली को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जहाँ केन्द्रीय सरकार समय-समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जहाँ केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीमा के प्रयासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उक्त संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वांछित आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों का उपलब्ध फायदा बढ़ाये जाते हैं तो नियोजक उक्त स्कीम के अधीन कर्मचारियों को उक्त फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिस

से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जे उक्त स्कीम के अधीन अनुभेय है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है जो कर्मचारी की उस दश में सन्देश्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम-निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्देश्य करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त देहली, के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ेने का संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुविधायुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, तो य. उस स्कीम के अधीन कर्मचारी को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्देश्य करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्देश्य में किए गए किसी व्यक्तिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों जो यदि वह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्देश्य का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशिनी विधिक वारिसों को उक्त राशि का सन्देश्य तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे को प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/5/82-पी.एफ-2/एस.एस-2]

S.O. 1096.—Whereas Messrs. Escorts Limited, 11 Scindia House, Connaught Circus, New Delhi-110001 (DL/776) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 3332 dated the 27-8-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 18-9-1985 upto and inclusive of the 17-9-1988,

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of, every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/5/82-PF. II-SS. II]

का. प्रा. 1097.—मैसर्स-नेवेली सिरेमिक्स एण्ड रेफ्रेक्ट्रीज लि., वदालूर जिला सऊथ एरकोट-607303 (टी. एन./3967), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिवाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सठबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभेय है।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.प्रा. 1109 तारीख 14-3-1984 के अनुसरण में और इससे उपबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 31-3-1987 से तीन वर्ष की अवधि के लिए जिसमें 30-3-1990 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त तामिल नाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रचालन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखाओं का अन्तरण, निरीक्षण प्रभारों का सन्दाय प्राप्ति भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सबस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है जो कर्मचारी को उस दशा में मन्वेय होती जब वह उक्त स्कीम के

अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों का प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त तामिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में अवलम रहता है, और पालिसी को व्ययगत हो जाने बिना जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए व्ययक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक/वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन घाने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशितों/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण व्यय की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/13/84-पी. एफ. जी/एस. एस-2]

S.O. 1097.—Whereas Messrs. Neiveli Ceramics and Refractories Limited, Vadalur, South Arcot District-607303 (TN/3967) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 1109 dated the 14-3-1984 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 31-3-1987 up to and inclusive of the 30-3-1990.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts' payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/13/84-FPC-SS. II]

का.प्र. 1098.—सैलर्स मलेम को-प्रोपर्टिव म्गार मिम्ब लि., मोहापुर-637015, जिला मनेम (टी.एन./4840) (जिसे हमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे हमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन, के कर्मचारी किर्सी पृथक् अधिवादा या प्रानियम का सन्वाय किए बिना हो, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे हमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मन्त्रालय का अधिसूचना संख्या का.प्र. 3546 तारीख 23-9-1982 से प्रसूरण में और इसके उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को 9-10-1985 से तीन वर्षों का अवधि के लिए जिसमें 8-10-1988 भी सम्मिलित है, उक्त स्कीम के समीक्षा अवधियों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त में सामिलताद्वारा की ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निविष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास को समिति के 15 दिनों के भीतर सन्वाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निविष्ट करे।

3. सामूहिक बीमा स्कीम के प्रणामन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्वाय लेखाओं का अन्तरण, निरीक्षण प्रसारों का सन्वाय आदि सभी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या को भाषा में उसकी मुख्य भाषा का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम गुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्वाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन मरने पर उस स्कीम से कम है जो कर्मचारी को उस वृत्ति में मरने पर होती जब वह स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिक धारि/नामनिर्देशिनी को प्रतिकर के रूप में दोनों स्कीमों के अन्तर के बराबर रकम का सन्वाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त तानिन नाडू के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़े

की संभावना हो वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों का अपना दृष्टिकोण स्पष्ट करने का सुनिश्चित अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की वशा में उस मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम बीमाकृत राशि के हकदार नामनिर्देशित/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/83/82-पी.एफ. 2/एसएस-2]

S.O. 1098.—Whereas Messrs. Salem Co-operative Sugar Mills Limited, Mohanur-03/015, Salem District (TN/4840) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 3546 dated the 24-9-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 9-10-1985 upto and inclusive of the 8-10-1988.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employee shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding any thing contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason the employees of the said establishment do not remain covered under the Group Insurance Scheme of the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/83/82 PF II-35 II]

का.प्रा. 1099.—प्रमैसर्स केडीला बेटरीनरी मैन्फैक्चरर्स ग्राम बेटरीनरी प्रोडक्ट्स, मणिनगर अहमदाबाद-380008 (जी. जे./10871) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिवाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों में अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहायक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभूत है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के धर्म मंत्रालय की अधिसूचना संख्या का.भा. 4583 तारीख 22-11-1986 के अनुसरण में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट बातों के अधीन रहते हुए उक्त स्थापन को, 17-12-1986 से तीन वर्ष की अवधि के लिए जिसमें 16-12-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन के प्रादेशिक भविष्य निधि आयुक्त गुजरात को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर विनिर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखाओं का अन्तर्गण, निरीक्षण प्रसारों का सन्दाय आदि भी है होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनके संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बांझ आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बताये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्मिलित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए, भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देय रकम उस रकम से कम है जो कर्मचारी को उस वक्ता में सन्देय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिफल के रूप में, दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हफ्तवार नामनिर्देशिनी/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एफ-3514/236/83-पी. एफ2/एस. एस-2]

S.O. 1099.—Whereas Messrs Cadila Veterinary Manufacturers of Veterinary Products, Maninagar, Ahmedabad-380008 (GJ/10871) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in Continuation of the Notification of the Government of India in the Ministry of Labour, S.O. 4583 dated the 22-11-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 17-12-1986 upto and inclusive of the 16-12-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding any thing contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/236/83-PF. II-SS-II]

का. प्रा.:—मैसर्स—राजस्थान स्टेट को-ऑपरेटिव हाउसिंग फाइनेन्स सोसाइटी लि., जयपुर (भार. जे./1680) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अधिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहस्रक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन प्रयुक्त है;

प्रतः केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के धर्म सन्तान की अधिमूर्तना संख्या का. प्रा. 328 तारीख 6-1-1984 के अनुमर्ण में और इससे उपावृत्त अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 28-1-1987 से तीन वर्ष की अवधि के लिए जिसमें 27-1-1990 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाता विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रसारों का सन्दाय भावि भी होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम दुरुस्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं, तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुप्रेष्य हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में सन्देश्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवत वारिस/नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपने दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम नियम तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है:

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यक्ति-क्रम की वधा में, उन मृत सदस्यों के नाम निर्देशितियों या अधिकवारिसों को जो यदि मृत, छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन घाने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नाम निर्देशित/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशमैं हर प्रकार के पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/296/83-पी.एफ. 2/एस.एम. 2]

S.O. 1100.—Whereas Messrs. Rajasthan State Co-operative Housing Finance Society Limited, Jaipur (RJ/1680) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in Continuation of the notification of the Government of India in the Ministry of Labour, S.O. 328 dated the 6-1-1984 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 28-1-1987 upto and inclusive of the 27-1-1990.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding any thing contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/296/83-PF. II-SS. II]

का.आ. 1101.—मैसर्स पोंडम (इंडिया) लि., 26, सी.एन.सी. रोड, मद्रास (टी.एन./5394) (जिसे हममें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्यनिधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे हममें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अधिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहज बीमा स्कीम 1976 (जिसे हममें इसके पश्चात् उक्त स्कीम कहा गया है के अधीन अनुज्ञेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अवसूचना संख्या का आ. 42 तारीख 9-12-1982 के अनुसरण में और हममें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 1-1-1986 से तीन वर्ष की अवधि के लिए जिसमें 31-12-1988 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि प्रायुक्त तमिलनाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखाओं का अन्तरण निरीक्षण प्रभारों का सन्दाय प्रादि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापना के सूचना-पट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापना की भविष्य निधि का पहले हो सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं, तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश्य होता जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्रायुक्त तामिल नाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि प्रायुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पलिसी को व्ययगत हो जाने दिया जाता है तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि वह छूट नहीं गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य को मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशित/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्यक्ष दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/418/82-पो.एस. 2/एस.एस.-2]

S.O. 1101.—Whereas Messrs Ponds (India) Limited, 26, C-IN-C Road, Madras (IN/5394) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 42 dated the 9-12-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 1-1-1986 upto and inclusive of the 31-12-1988.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding any thing contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/418/82-PF.II-SS. II]

का.भा. 1102 :—मैसर्स स्वास्तिक फोयल्स लि., 37 नजफगढ़ रोड, नई दिल्ली-110013 (बी.एल./5578) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक भविष्य या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निरूपेण सहृदय बीमा स्कीम, 1978 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन अनुभोग्य है;

घट: केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के अर्थ मन्त्रालय की अधिसूचना संख्या का.भा. 919 तारीख 23-12-1982 के अनुसरण में और इससे उपायय प्रस्तुती में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 12-2-1986 से तीन वर्ष की अवधि के लिए जिसमें 11-2-1989 भी सम्मिलित है, उक्त स्कीम को सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशिक भविष्य निधि आयुक्त देहली को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निरिष्ट करे।

2. नियोजक ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खंड (क) के अधीन समय-समय पर निरिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का सन्दाय आदि की है, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में निर्वाजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम दुरुस्त करने और उसकी यादत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभोग्य हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्दाय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्दाय होती है जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिती की प्रतिफल के रूप में दोनों रकमों के अंतर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त देहली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि वह, छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन घाने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के वृकदार नामनिर्देशिती/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण वाबे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस.-35014/461/82-पी. एक, 2/एस. एस.-2]

S.O. 1102.—Whereas Messrs Swastik Foils Limited, 37 Najafgarh Road, New Delhi-110013 (DL/55/8) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 919 dated the 23-12-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 12-2-1986 upto and inclusive of the 11-2-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employers under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding any thing contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme is less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/461/82-PF. II-SS. II]

नई दिल्ली, 10 अप्रैल, 1987

का. भा. 1103.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स घायशर मोटर्स लिमिटेड, 22/2 यशवंत निवास रोड, इन्दौर और इसकी फैक्टरी है—प्लॉट नं. 102, इन्डस्ट्रियल एरिया नं. 1, पिथमपुर, जिला धार (म.प्र.) नामक स्थापना से संबद्ध नियोजक और कर्मचारियों को बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी अधिनियम और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापना को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा-1 की उपधारा-4 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापना को लागू करती है।

[संख्या एस-35019/16/87-एस. एच.-2]

New Delhi, the 10th April, 1987

S.O. 1103.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. Eicher Motor Ltd., 22/2, Yeshwant Niwas Road, Indore including its Factory at Plot No. 102, Industrial Area No. 1, Pithampur, District Dhar (MP), have agreed that the provisions of the Employees' Provident Funds and Misc. Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(16)/87-SS.II]

का. भा. 1104.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, पंजाब एंड सिन्ध बैंक के प्रबंधकों से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रतिकरण चर्चीकड़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31 मार्च, 1987 को प्राप्त हुआ था।

S.O. 1104.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab & Sind Bank and their workmen, which was received by the Central Government on the 31st March, 1987.

BEFORE SHRI M. K. BANSAL, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH.

Case No. I. D. 3/87.

PARTIES :

Employers in relation to the management of Punjab
& Sind Bank, Regional Office, Chandigarh.

AND

Their workman : Surinder Singh Rawat

APPEARANCES :

For the Employers : Shri J. S. Bawa.

For the workman : Shri T. C. Sharma.

INDUSTRY : Banking **STATE :** Punjab

AWARD

Chandigarh, 17th March, 1987

Services of the workman were terminated w.e.f. 18-12-1983 Workman raised a dispute No. L-12012/9/86-D. IV(A) dated 13th Jan. 1987 and present reference under Section 10(1)(d) of the Industrial Disputes Act 1947 was received in this Court which is as under :—

"Whether the action of the management of Punjab & Sind Bank in terminating the services of Shri Surinder Singh Rawat ex-peon twice w.e.f. 18-12-83 and 28-10-1984 and not giving him an opportunity for re-employment when fresh employment of workman had been made in violation of Section 25-H of the Industrial Disputes Act 1947, is justified ? If not to what relief is Shri Surinder Singh Rawat entitled and from what date ?"

2. Notices were issued to the parties. On 17-3-1987 both the parties put in appearances through their authorised representatives. It was stated that since workman has got employment at some other place, so he does not want to prosecute the case.

3. In view of the above the present reference is answered against the workman.

Chandigarh,

Dt. : 17-3-87

M. K. BANSAL, Presiding Officer
[No. L-12012/9/86-D. IV(A)]

का. भा. 1105.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के प्रमुख में, केन्द्रीय सरकार, आन्ध्रा बैंक, कटक के प्रबंधक से सम्बन्धित नियोजकों और उनके कर्मचारों के बीच, प्रमुख में निम्नलिखित औद्योगिक विवाद में औद्योगिक अधिकरण भुवनेश्वर के पंचाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 21 मार्च, 1987 को प्राप्त हुआ था।

S.O. 1105.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employer in relation to the Andhra Bank, Cuttack and their workmen, which was received by the Central Government on the 31st March, 1987.

INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR.

Industrial Dispute Case No. 1 of 1984(c)

Bhubaneswar, the 13th March, 1987

BETWEEN :

The Management of Andhra Bank, Cuttack.

... First Party.

AND

The Vice-President, Andhra Bank Employees Union,
C/o Andhra Bank, Gosaniuagaon Branch,
Berhampur-760003.

... Second Party.

APPEARANCES :

Shri Y. B. Rao, Personnel Manager for the first Party

Shri M. Das, Vice-President of Andhra Bank employees
Union for the Second Party.

AWARD

1. This is a reference made by the Central Government under section 10(1) of the Industrial Disputes Act 1947 vide its Order No. L-12012(26)/83-D. IV(A) for adjudication of a dispute as mentioned in the schedule of reference which reads as follows :—

"Whether the action of the management of Andhra Bank, Regional Office, Bhubaneswar in relation to their Buxi Bazar Branch, Cuttack in terminating the services of Sri B. K. Singh, Sub-staff with effect from 21-5-82 and retaining his juniors in the service is justified ? If not, to what relief is the workman concerned entitled ?"

2. The case of the workman is that the Andhra Bank is a Nationalised Bank having its central office at Andhra Bank Buildings, Hyderabad and one of its Regional office at Bhubaneswar and one of its branches at Buxi Bazar, Cuttack. The Central Office of the first party is the appointing authority of all of its employees. The terms and conditions of service of the award staff employees (Clerical and sub-ordinate cadres) of the First Party are governed by the provisions of the award of the All India Industrial Tribunal presided by Sri P. Sastry and K. T. Desai. An agreement has been reached to the following facts :—

"On a candidates appointment as a temporary employee, a probational or a permanent member of staff, the Bank shall give him a written order specifying the kind of appointment and the pay and allowance to which he would be entitled and such a written order shall be given on the appointment of a part time employee also. Where ever possible the Banks should except in the case of permanent employees specify the period of employment."

Thus the nature of appointment of the workmen in the banks have been classified in the Desai Award as (a) Permanent employees, (b) Probationers, (c) Temporary employees, (d) Part-time employees. A permanent employee means an employee who has been appointed as such by the Bank. A Probationer means an employee who is provisionally employed to fill a permanent vacancy or post and has not been made permanent or confirmed in service. A temporary employee means a workman who has been appointed for a limited period for work which is of an essentially temporary nature or who is employed temporarily as an additional workman in connection with a temporary increase of work of a permanent nature and includes a workman other than a permanent workman who is appointed in a temporary vacancy caused by the absence of a particular permanent workman. In clause 20.8 it is laid down that a temporary workman may also be appointed to fill a permanent vacancy provided that such temporary appointment shall not exceed a period of three months during which the Bank shall make arrangement for filling up the vacancy permanently. The workman was appointed several time in the years 1979 to 1981 and in that process he had put in a service of 404 days of temporary service till 31-3-1981. On 13-6-1981 the central office of the First Party issued direction that the appointments should be done by the selection from the candidates sponsored through the employment exchanges. The name of this workman was sponsored for the post. On an interview held by the Bank, the workman alongwith Renta Charan Hembram and V. Surya Rao were selected. On 4-12-1981 he was appointed and joined the post on 11-12-1981 at Buxi Bazar, Cuttack branch. It is stated that the workman Bijoy Kumar Singh joined the post on 11-12-81. Renta Charan Hembram joined on 22-12-1981 and V. Surya Rao joined on 22-3-1982. All these three employees were in the same cadre under the similar terms and conditions. The workman was however first relieved on 21-5-1982 by the order of the Bank dated 15-5-1982. At the time of relief he was paid a sum of Rs. 453.36 P. towards his wages for 21 days. This order

is being challenged as illegal, improper, unjustified, and mala-fide. According to the workman he was on probation and his services could not be terminated except in the manner provided in paragraph 522 of the Sastry Award. It is further contended that as provided in section 25(G) of the Industrial Disputes Act 1947, an employee who has come last must go first. In this connection detailed grounds have been given showing as to how the workman could not be treated as a temporary employee. He has prayed for reinstatement and back wages.

3. The case of the Management on the other hand is that B. K. Singh has been offered a temporary appointment in the services of the Bank in sub-staff cadre for a period of two months. In terms of the said appointment the workman joined in the services of the Bank as a temporary sub-staff. He was appointed on temporary basis at Cuttack branch due to temporary increase of work of permanent nature. The performance, conduct etc. of the workman had come up for review. On a careful consideration of his performance, efficiency, ability, attitude, conduct and character, it was found by the Bank that his performance was not at all satisfactory and decided to dispense with his service forthwith. Accordingly, he was relieved from his service on 21-5-82 by paying 21 days wages. The action of the Management is legal and valid as it is perfectly in conformity with the terms and conditions of the appointment order. According to the Management the principle of 'last come first go' applies to the case of retrenchment which means termination of service of surplus labour and such termination of service can not come within the meaning of the term 'retrenchment'. This is a case of discharge simpliciter, termination on account of loss of confidence, termination on account of loss of lien and unsatisfactory performance. It is further contended that it is within the powers of the Management to terminate the service of an employee retaining the employee who was more efficient, reliable and regular though may be junior in service. The case of removal of workman on the ground of unsuitability can not be said to be retrenchment within the meaning of section 25(G) of the Industrial Disputes Act. It is also specifically contended that the appointment order of this employee provides that the Management reserves the right to terminate his service at any time without notice whatsoever. This can only mean that not-only no notice is required to be given nor also the procedure should be followed. Temporary employees and probationer have no right to the post they hold and the Management can dispense with their services if they are found unfit for the job. In the present case the services of the workman have been terminated for unsatisfactory performance in accordance with the service condition and as such the action of the Management is legal and valid. It is stated that there is a practice in the bank to regularise the temporary employees as probationer on their satisfactory performance by issuing a permanent appointment order. The bank in the instant case has not regularised the service of the workman and no permanent appointment order was issued to him and as such he can not be treated as a probationer or permanent employee and therefore, he is not governed by para-522(1) of the Sastry Award.

4. During hearing the workman has examined himself and has also proved as many as 12 documents. On behalf of the Management the Manager, Andhra Bank, Berhampur has been examined and three documents have been proved on their behalf.

5. Admittedly, the workman was issued the appointment letter (Ext. 3). The first question that arises for consideration is whether the appointment of the workman was permanent or temporary or whether he was a probationer. For better appreciation the relevant portion of the appointment order is extracted below :

"We are glad to inform you that you are appointed in Subordinate staff cadre on temporary basis for a period of two months.

2. You are advised to report before Regional Manager Bhubaneswar for further posting to a Branch/Office.

3. Your appointment will be regularised in the permanent cadre on satisfactory performance, conduct, etc.

Besides you are required to submit a testimonial from an M.P./M.L.A. or a Gazetted Officer within 30 days from the date of your joining the Bank. It is also required that you should furnish the names and addresses of the Gazetted Officers as reference. You are also required to submit a certificate issued by a Competent authority, stating that you belong to SC/ST community, if you are an SC/ST candidate. Unless you comply with the above requirements, your services will not be considered for regularisation in the permanent cadre.

4. You will be drawing a basic pay of Rs. 245, Dearness Allowance, H.R.A. C.C.A. etc. as per rules depending upon your place of posting.

5. Please note that the Management reserves the right to terminate your services at any time without notice whatsoever.

6. If you are agreeable for the above conditions, please report before Regional Manager, Bhubaneswar, on or before 21-12-1981."

It is not disputed that the workman was not a permanent employee. It has to be seen whether he is a temporary employee or a probationer. A probationer as provided in Paragraph 23.3 B of the Desai Award is that an employee who is provisionally appointed to fill a permanent vacancy or a post and has not been made permanent or confirmed in service. A temporary employee as provided in clause 20.7 of the Bipartite Settlement dated 19-10-66 is a workman who has been appointed for a limited period for work which is of essentially temporary nature or who is employed temporarily as an additional workman in connection that a temporary increase in work of permanent nature and includes a workman other than the permanent workman who is appointed on temporary vacancy caused by the absence of the particular permanent workman. In clause 20.8 of the aforesaid Bipartite Settlement it is laid down that a temporary workman may also be appointed to fill a permanent vacancy provided that such temporary appointment shall not exceed a period of three months during which the bank shall make arrangements for filling up the vacancy permanently. If such a temporary workman is eventually selected for filling up the vacancy, the period of such temporary employment will be taken into account as part of his probationary period. According to the Management the appointment of the workman was purely temporary and his services could be terminated by the Management at any time without any notice. It is further contended that the workman is not entitled to any notice or compensation under the provision of the Industrial Disputes Act as his termination does not amount to retrenchment within the meaning of Section 2(oo) of the Industrial Disputes Act. According to the workman however he was appointed as a temporary workman to fill in a permanent vacancy and in regular course he would have been absorbed as a permanent employee of the bank. In this connection it is further stated that the appointment of the workman squarely fell within clause 20.8 of the Bipartite Settlement dated 19-10-66. From the appointment order (Ext. 3) it appears that the workman was appointed as a subordinate staff on a temporary basis for a period of 2 months. In paragraph 3 of the appointment order it is mentioned that his appointment would be regularised in the permanent cadre on satisfactory performance, conduct etc. In view of this clause in the appointment order the submission of the Management that the workman was appointed for a limited period for work which is of essentially in nature and was employed as temporarily additional workman in connection of a temporary increase in the permanent nature of work or that he was appointed in a temporary vacancy caused by the vacancy of a permanent workman so to bring him with the terms of clause 20.7 of the Bipartite Settlement dated 19-10-66 can not be accepted. The fact that the Management intended to regularise his appointment in the permanent cadre would clearly go to show that the workman was appointed to fill a permanent vacancy. This appointment was therefore within the terms of clause 20.8 of the Bipartite Settlement dated 19-10-1966.

5. Having determined the employment status of the workman we may now proceed to examine whether the Management could terminate the services on the ground that his performance was not satisfactory. As stated earlier the workman was appointed on 4-12-81 for a period of 2 months. His services were however terminated on 21-5-1982. His performance it appears was reviewed on 7-4-82. The Manager of the Andhra Bank (MW-1) has stated that the behaviour of the workman towards customers was perfectly alright. The workman, he further says, had once confrontation with him regarding distribution of duties among sub-staff. The Officers who were working complained against the performance of the workman which was not up to expectation and that the workman also did not obey them. He submitted the report (Ext. A) in which he noted the adverse mark as follows :—

"His knowledge of work is good but awareness of avoiding work due to his long association as cited earlier. He developed a feeling of indifference towards the Management and to superior officers and he probably feels that he can get away with anything. Non-compliance of superiors instructions in the normal course and even in exigencies is evident. He is highly conscious of work distribution and answers that the work he does is not of another person. He tries to avoid work, if it is possible."

The Reviewing Authority on receipt of this report remarked as follows :—

"He may be given for working two more months on temporary basis. We will give our final recommendation on receiving the report from branch."

In pursuance of the observation of the Reviewing Authority the letter as per Ext. B dated 9th April was issued by the Regional Manager. It does not appear if the work of Sri Singh was further reviewed. His services were however terminated on 15th May, 1982 before the expiry of the extended period of two months. Such an action was certainly arbitrary. That apart it is the settled law that before terminating the services of a workman on the ground of unsatisfactory performance of work or misconduct attaching stigma, the workman should be given an opportunity to explain. It does not appear if the adverse remarks were even communicated to the workman.

6. It is also not disputed that the workman was not served with any notice nor he was paid any compensation as provided in section 25(f) of the Industrial Disputes Act 1947. The Management disputes this position by contending that the termination of the services of the workman was not a retrenchment within the meaning of section 2(oo) of the Industrial Disputes Act 1947. The definition of the work 'Retrenchment' as it stood by the date of termination of the services of this workman is as follows :—

"Retrenchment means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include :

- (a) voluntary retirement of the workman ; or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment

between the employer and the workman concerned contains a stipulation in that behalf ; or

- (c) termination of the service of a workman on the ground of continued ill-health.

7. The termination of the service of the present workman is not covered by the exception provided in the aforesaid definition. It is also contended on behalf of the Management that the punishment of removal was by way of any disciplinary action. This being the position the termination of the services of the workman would amount to retrenchment. But the workman not having worked under the Management continuously for a period of 240 days was not entitled to the benefits provided in section 25(f) of the Industrial Disputes Act. He was however entitled to the protection in section 25(G) of the Industrial Disputes Act. That however did not weigh with the Management as they intended to terminate the service of the workman on the ground of his unsatisfactory performance. The Management does not dispute the fact that the other two employees mentioned earlier were juniors to the present workman, but only contends that their action in removing the workman is not governed by section 25-G of the Industrial Disputes Act, in as much as this is not a case of retrenchment on the ground of surplusage of labour. In view of this stand of the Management that the termination of the services of the workman is as per the terms of the contract and that they terminated the services on the ground of unsatisfactory performance and loss of confidence it is not necessary to consider the effect of section 25-G of the Industrial Disputes Act.

8. The Management is very emphatic on its stand that the termination of the services of the present workman is a discharge simpliciter in terms of the contract of appointment and the Management was perfectly within its right to take such action against the workman. The terms of appointment as disclosed earlier would indicate that the workman was appointed as a temporary workman with the stipulation that his services were to be regularised in the permanent cadre. His services were however terminated on the ground of unsatisfactory performance without giving him any opportunity to explain and without review of his conduct and performance, after the finalisation of the first review under which the Reviewing Authority had allowed him to continue for a period of 2 months from 7-4-82. The termination of services was also before the expiry of the extended period of two months. This gives an indication that the action of termination of services was an act of victimisation. Taking any view of the matter the termination of the services of the workman is neither legal nor justified.

9. To sum up I would hold that the action of the Management in terminating the services of the workman with effect from 21-5-82 is not justified. The workman is entitled to reinstatement with full back wages from the date of the demand.

10. An Award is accordingly passed.

Dated : 13-3-1982.

Transcribed to my dictation and corrected by me.

R. N. PANDA, Presiding Officer

[No. L-12012/26/83-D.IV (A)]

K. J. INYVA PRASAD, Desk Officer